



NEC3 Term Service Contract (TSC3)

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

and

for Civil maintenance contract which will include maintenance of buildings, roads, weighbridge, Painting, and civil works in Grootvlei Power Station including Villa 4(Balfour), **Vaal dam and Balfour Hub**.

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

[•]

Part C2 Pricing Data

[•]

Part C3 Scope of Work

[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 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:

Civil maintenance contract which will include maintenance of buildings, roads, weighbridge, Painting, and civil works in Grootvlei Power Station including Villa 4(Balfour), Vaal dam and Balfour Hub.

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 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:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

3CE, 3GB

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011-800-2101
	Fax No.	011-800-5684
10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Eskom's property at Grootvlei Power Station in all the buildings, Roads (within Grootvlei Power

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

		Station, Gate 3 road and Main Security gate), Civil works in Grootvlei Power Station including Balfour Hub Building and Villa 4 and Vaal dam
11.2(13)	The <i>service</i> is	Civil works, Weighbridge (gate 3), Buildings Roads in Grootvlei Power Station including the Vaal dam, Balfour Hub and Villa 4
11.2(14)	The following matters will be included in the Risk Register	To be discussed during kick off meeting
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	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	57 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	4 weeks (26 th of each month)
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	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 (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 *mutatis mutandis* 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.

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	70.1 The Contractor has the right to use equipment, plant and materials provided by the Employer only to provide the Service. 70.2 At the end of the service period the Contractor: • Returns to the Employer, equipment and surplus plant and materials provided by the Employer, • Provides items of equipment for the Employer's as stated in the Service Information and • Provides information and other things as stated in the Service Information.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks:	1. [•] 2. [•] 3. [•]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	Whatever the <i>Contractor</i> deems necessary in

		addition to that provided by the <i>Employer</i>.
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	To be appointed from the Eskom Panel of Adjudicators.
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 The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	South Africa the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																															
12	Data for secondary Option clauses																																
X1	Price adjustment for inflation																																
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are: <table><tr><td>Labour</td><td>70%</td><td>linked to index for</td><td>SIEFSA Table C3 AHPE</td><td>Index prepared by</td><td>[•]</td></tr><tr><td>Consumables</td><td>10%</td><td></td><td>SIEFSA Table D2</td><td></td><td>[•]</td></tr><tr><td>Transport</td><td>05%</td><td></td><td>SIEFSA L2</td><td></td><td>[•]</td></tr><tr><td>Fixed Portion</td><td>15%</td><td></td><td>non-adjustable</td><td></td><td>[•]</td></tr><tr><td></td><td>100%</td><td></td><td></td><td></td><td></td></tr></table>	Labour	70%	linked to index for	SIEFSA Table C3 AHPE	Index prepared by	[•]	Consumables	10%		SIEFSA Table D2		[•]	Transport	05%		SIEFSA L2		[•]	Fixed Portion	15%		non-adjustable		[•]		100%						
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Fixed Portion	15%		non-adjustable		[•]																												
	100%																																
X2	Changes in the law	A change in the law of the country in which the affected property is located is a Compensation event if it occurs after the Contract date. The Service Manager may notify the Contractor of a compensation event for a change in the law and instructs him to submit quotations. If the effect of the compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.																															
X17	Low service damages																																
X17.1	The <i>service level table</i> is in																																

			Expectation	Penalty per task order
5% of Total task order	Plant equipment availability	Turnaround time on plant Establishment and repairs	72 hrs	1%
	Technical performance	Turnaround time to attend to defect	24hrs	1%
	SHEQ performance	Monthly safety performance	95%	1%
		Monthly Environmental performance	95%	1%
		Quality Monthly performance	95%	1%
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to			
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to			
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to			
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to			

R0.0 (zero Rand)

the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on
http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

The greater of
the total of the Prices at the Contract Date and
the amounts excluded and unrecoverable from the *Employer's* insurance (other than the resulting physical damage to the *Employer's* property which is not excluded) plus the applicable deductibles in the *Employer's* assets and works / maintenance policies available on
http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

the total of the Prices other than for the additional excluded matters.

The *Contractor's* total liability for the additional

		excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	1 year after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium, or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium, or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*: accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property. warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and undertakes, in and about the execution of the *service*, to comply with the Construction

Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or

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

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

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Insurance provided by the Employer

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

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self-insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left-hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required, the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: 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
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C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of • the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

Clause 21.3 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

	Description	Unit	Expected Quantity	Rate	Price
	<u>Section 1</u>				
	Preliminaries and General Safety				
1	Personal protective equipment (once a year) including all daily consumable PPE (e.g. gloves, acid overalls ,disposal)	sum			
2	Inductions and medicals (once a year)	sum			
3	Safety file (once off)	sum			
	<u>Site running</u>				
1	Cleaning consumables (Workshop, offices, and toilets)	monthly			
2	Office consumables (stationery and tea etc)	monthly			
Sub-Total					

	<u>Section 2</u>	Unit	Expected Quantity	Hrs/month	Rate	Price
	Site crew Normal working hours					
1	Site Manager (36 months)	each	1	173		
2	Site Supervisor (36 months)	each	2	173		
3	Civil Technician (36 months)	each	1	173		
4	Bricklayer (36 months)	each	1	173		
5	Plumber (36 months)	each	1	173		
6	Safety officer (36 months)	each	1	173		
7	Planner (36 months)	each	1	173		

8	Clerk (36 months)	each	1	173		
9	Painter (36 months)	each	1	173		
10	Multi skilled plumber (36 months)	each	2	173		
11	Multi skilled painter (36 months)	each	2	173		
12	Multi skilled welder (36 months)	each	1	173		
13	Multi skilled carpenter (36 months)	each	1	173		
14	Multi skilled civil (36 months)	each	2	173		
15	Multi skilled boilermaker (36 months)	each	1	173		
16	Multi skilled Bricklayer (36 months)	each	2	173		
17	General workers (36 months)	each	8	173		

	Overtime - Weekly and Saturday @ 1.5 factor	Unit	Expected Quantity	Hrs/month	Rate	Price
1	Site Manager (36 months)	each	1	20		
2	Site Supervisor (36 months)	each	2	20		
3	Civil Technician (36 months)	each	1	20		
4	Bricklayer (36 months)	each	1	20		
5	Plumber (36 months)	each	1	20		
6	Safety officer (36 months)	each	1	20		
7	Planner (36 months)	each	1	20		
8	Clerk (36 months)	each	1	20		
9	Painter (36 months)	each	1	20		
10	Multi skilled plumber (36 months)	each	2	20		
11	Multi skilled painter (36 months)	each	2	20		
12	Multi skilled welder (36 months)	each	1	20		

13	Multi skilled carpenter (36 months)	each	1	20		
14	Multi skilled civil (36 months)	each	2	20		
15	Multi skilled boilermaker (36 months)	each	1	20		
16	Multi skilled Bricklayer (36 months)	each	2	20		
17	General workers (36 months)	each	8	20		
	Overtime - Sunday and Holidays @ 2 factor					
1	Site Manager (36 months)	each	1	20		
2	Site Supervisor (36 months)	each	2	20		
3	Civil Technician (36 months)	each	1	20		
4	Bricklayer (36 months)	each	1	20		
5	Plumber (36 months)	each	1	20		
6	Safety officer (36 months)	each	1	20		
7	Planner (36 months)	each	1	20		
8	Clerk (36 months)	each	1	20		
9	Painter (36 months)	each	1	20		
10	Multi skilled plumber (36 months)	each	2	20		
11	Multi skilled painter (36 months)	each	2	20		
12	Multi skilled welder (36 months)	each	1	20		
13	Multi skilled carpenter (36 months)	each	1	20		
14	Multi skilled civil (36 months)	each	2	20		
15	Multi skilled boilermaker (36 months)	each	1	20		
16	Multi skilled Bricklayer	each	2	20		

	<u>Section 3</u>				
	<u>Transportation</u>	Unit	Expected quantity	Rate	Price
1	Double cab Bakkies	each	1		
2	3 Ton Vehicle truck	each	1		
3	Travelling cost to Grootvlei various site	km	6000		
	<u>Tools and Equipment as an when required</u>				
4	Asphalt cutter (15 months)	day	10		
5	Compactor (15 months)	day	10		
6	Jack Hammer (15 months)	day	10		
c	Sub - Total				
17	General workers	each	8	20	
	Sub - Total				

Total Price

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
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Description of the service

1.1 Executive overview

Grootvlei Power Station needs a civil maintenance contract which will includes maintenance of buildings, roads, weighbridge, painting, and civil works in Grootvlei Power Station including Villa 4(Balfour), Vaal dam and Balfour Hub. This includes all non-plant buildings as well as plant buildings that form part of Grootvlei Power Station assets.

1.2 Employer's requirements for the service

The *Contractor* is responsible for the maintenance of buildings, roads, weighbridge (gate3) and civil works in Grootvlei Power Station including Villa 4(Balfour), Vaal dam and Balfour Hub. This includes but is not limited to the following:

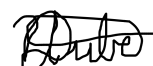
- Attending daily meetings
- Staffing and management
- Work/task planning and co-ordination
- Completing work/tasks
- Recommendations regarding spares and stock holding
- Ensure compliance with OSHAct and national standards
- Ensure compliance with Eskom policies and procedures
- Reporting on a regular basis as stipulated by Eskom on work progress and defects detected.

The *Contractor* maintains an all-year-round base crew, with basic hand tools required for the *works* at Grootvlei Power Station. The base crew personnel are to be qualified as per requirements of their work. The *Contractor* manages the base crew and appoints a site supervisor. The *Contractor* must provide an all-inclusive monthly fee for the above. The *Contractor* must provide details of the personnel that will be used, along with qualification and training records. All work that requires plant changes must be communicated and approved by the *Employer* prior to commencement of the activity.

1.2.1 Road maintenance

The Contractor shall be responsible for all road maintenance on site as per the below:

- Replacement and installations of all road signs.
- Demarcation / painting of road markings and maintaining to the required traffic department standards according to **SANS 731-2: 2015**.
- Repairs of the existing road surface where deterioration has been identified (i.e., potholes)
- Cleaning of all catch pits and drain inlets on an annual basis.



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1.2.2 Perimeter Fence maintenance

The Contractor will be responsible for:

- Monthly inspections on condition of fence
- Repairs to damaged fencing in Grootvlei Power Station, Vaal dam and all other plants that form part of Grootvlei Power Station's premises.

1.2.3 Building and structures maintenance

The Contractor shall be responsible for maintenance of all the buildings listed within the Power Station as follows:

- Ensure adherence to SABS 0400 building code and Eskom corporate identity compliance.
- Painting of buildings (internal / external) and roofs on site, Villa 4, Vaal dam and Balfour Hub.
- Replacement of all damaged windows, doors, door locks and frames.
- Repairs to roofs, gutters, and down pipes of all buildings
- Cleaning of gutters.
- Installation and maintenance of all notice boards on site.
- Maintenance of Carports and Shade ports.
- Installation of new floor tiles and carpets
- Replacement of loose floor tiles and carpets.
- There will be CSI requests for building maintenance that the BU needs to attend

1.2.4 Fire equipment maintenance (under IRM's instruction)

- Maintain and replace emergency / fire equipment and signage (excluding main fire control system)
- Installation of signage and colour coding for fire equipment / emergencies
- Assist the integrated risk officer to install fire extinguishers.

1.2.5 Plumbing works and maintenance

As and when required, the contractor shall be responsible for:

- Repairing of all leaking pipes and water taps (potable water)
- Replacement/repairs of damaged gratings for storm water drains.
- Maintaining and unblocking of sewerage piping system on site, Vaal dam, Villa 4 and Balfour Hub
- Maintenance of all toilets on site
- Repairs of leaks at diesel tanks at Coal 23000, Ash 23 000, and Coal 9000
- Unblocking of drains in all buildings.
- Maintain and clean the central storm water drainage system



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1.2.6 Maintain SHE standard on site

The Contractor Shall.

- Supply own staff with required and identified PPE (SABS approved) in accordance with Eskom standard.
- Attend all the required safety meetings.
- Conduct daily toolbox talks.
- Ensure that good housekeeping standards are maintained.
- Disposal of waste must be in accordance with Eskom standard e.g., the safe disposal of florescent tubes at designated areas.
- Must appoint a safety representative for their area.
- Priority should be given to all safety related defects within the scope of work.
- Replacement and maintenance of all safety sign on Grootvlei power station, Villa 4, Balfour Hub and Vaal dam.
- The *Contractor* must submit the SHE plans within the first month of the start of this contract.

1.2.7 General maintenance/work

General duties of the Contractor shall be the.

- Removal and repair of office furniture.
- Preparation of offices for new employees or as requested.
- Attending all required meetings as directed by the *Employer*.
- Conducting a monthly site walkabout and report all defect/findings to the *Employer* monthly.
- Document management of daily activities and make this available on request by the *Employer*.
- Co-ordinate, prioritise daily defects and tasks
- Assisting with mobile crane and forklift operation (training for the forklift and mobile crane will be provided by the *Employer*. Should the contractor fail the first attempt in training, the contractor will be liable for all re-training expenses)
- Conducting an annual building integrity survey and communicate findings / corrective actions to the *Employer's* representative.
- Access Control for offices and buildings

The *Contractor* must conduct a site survey and satisfy himself that the information is accurate. Any corrections must be brought to the attention of the *Employer* before the commencement date.

1.2.8 Workshop Management



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The *Contractor* will be provided with the workshop and will use these facilities during the execution of the *works* and will also provide a service to the *Employer* or the *Employer's* appointed contractor. The workshop will have the office space and a kitchen. All office and kitchen equipment will be provided by the contractor.

Such service will be provided at no extra cost, although the direct material costs will be for the account of the *Employer* or the *Employer's* appointed contractor as indicated in The *Contractor's* Offer and separate orders will be provided based on the normal procurement practices of the Power Station should the need arise.

The *Contractor* may schedule any external request to optimise the workflow of the tasks in this contract but will give priority to breakdown work causing (or which may cause) health risk or environmental risk.

The *Contractor* will maintain all the equipment contained in the workshops and ensure that they are in proper working order. The *Contractor* will adhere to preventative maintenance programme for the equipment, in line with the Power Station requirements and Original Equipment Manufacturer (OEM) specifications.

Employer may review this responsibility at any given time and may re-allocate this function to another section and or department as and when required during the contract period - the *Employer* informs the *Contractor* in writing of any changes as and when this materialises.

1.2.9 Maintenance

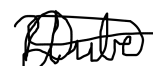
The *Contractor* should take note of all refurbished and/or new equipment/or new structure, which is subject to 12 months defects liability period from the original equipment manufacturer (OEM). It is the *Contractor's* responsibility to ensure validity of the defect's liability where applicable. The *Contractor* is to prove compliance by keeping records of maintenance tasks executed by the *Contractor*, as specified by the OEM.

1.2.10 Building Maintenance

Building maintenance includes walk-downs to confirm building condition and to identify and address visible faults including Vaal dam, Villa 4 and Balfour Hub. During these walk-downs, inspections are done on the buildings. All defects or potential failures will be recorded

The defects will be listed, and corrective actions will be planned according to the priority of the defects. Where a Permit to Work is required, the work will be planned with the Production Department.

Work will be scheduled via the *Employer's* SAP system when necessary. The *Employer's* Plant Safety Regulations will be adhered to, and the artisans are required to be authorised as responsible persons in terms of the regulations.



Where history needs to be captured, defects will be raised on the SAP system and the history will be captured on Work Orders. Comprehensive reporting is to be submitted after each inspection.

1.2.11. Inspections

The *Contractor* will be responsible for inspecting and identifying all building deterioration that occurs. In addition to the repair of the breakdown, the *Contractor* will also conduct a thorough inspection to determine the cause of the failure. Where necessary, the *Contractor* will recommend corrective actions to the *Employer Representative*.

1.2.12 Planning and Scheduling

The planning, scheduling, and recording of all defects history will be done by the *Contractor* on the SAP system where necessary. The *Employer* will provide training to the *Contractor's* employees to enable them to use SAP system should the need arise.

1.2.13 Emergency Maintenance, overtime, standby and call outs.

The *Contractor* will be responsible for all unforeseen emergency failures that occur. The *Contractor* will provide a 24-hour stand-by service for emergencies. The *Contractor's* employees will be on site within 1 hour on an after-hours call out.

In addition to the repair of the breakdown, the *Contractor* will also conduct a thorough inspection to determine the cause of the failure. Where necessary, the *Contractor* will recommend corrective actions to the *Employer's Representative*

1.2.14 Weighbridge Maintenance.

The *Contractor* will be responsible for the maintenance and the cleaning of the weighbridge. This will be done according to the *Employer's* instructions. A PM form will be issued to the *Contractor* with instructions on how to perform the job. After the job has been done by the Contractor, the Contractor must fill in all the necessary information and sign this form. The form will consist of the following information but not limited: names and signatures of people who were involved, the date on which the task was performed and a brief description of the job.



1.2.15 Stock

The *Contractor* liaises with the *Service Manager* to ensure than an adequate stock level and description of spare parts is maintained in the *Employer's* stores. The *Contractor* must inform the *Service Manager* in writing should any changes to stock holding be necessary. The procurement of spare parts for stock is done by the *Employer*.

Spares held in stock, which are required for a maintenance activity, will be issued free by the *Employer*. The *Contractor* provides safeguarding for all free issued spares from damage or loss due to weather, fire, theft or negligence.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2 Management strategy and start up

2.1 The *Contractor's* plan for the service

The *Contractor* to submit a schedule prior to the commencement of each activity throughout the service period. Refer to TSC3 clause 21. A monthly report on work executed to be submitted by the *Contractor*.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	Once off after contract placement	Grootvlei Power Station	<i>Employer, Contractor</i>
Daily planning and feedback meeting	Daily	Grootvlei Power Station	<i>Employer, Contractor</i>
Monthly Contract Meeting	Monthly	Grootvlei Power Station	<i>Employer, Contractor</i>
SHE statutory meeting	Monthly	Grootvlei Power Station	<i>Employer, Contractor</i>

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.3 Contractor's management, supervision and key people

There should be supervision throughout the service period and key people shall be always made available.

2.4 Documentation control

The *Contractor* shall provide the following documentation:

- Quality control plan
- Environmental plan
- Safety plan
- Training matrix

And all other related documents that may be required by the *Service Manager*.

2.5 Invoicing and payment

The assessments will be done on the 4th week of every month (25th of every month) by the *Service Manager* and *Contractor*.

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*.

The contract number and title.

Contractor's VAT registration number.

The *Employer's* VAT registration number 4740101508.

Description of service provided for each item invoiced based on the Price List.

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.

(Add other as required)

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

2.6 Contract change management

Change in scope is a compensation event. The *Employer* will be liable for any work executed without an official Task Order when a compensation event arises, the *Contractor* shall submit a quotation to the *Service Manager* for approval. Upon approval the *Contractor* shall be issued with a new Task Order for the additional work deviation in the works instruction.

2.7 Records of Defined Cost to be kept by the Contractor

The *Contractor* shall keep records of defined cost and the records shall be made available to the *Employer* by the *Contractor* on request.

2.8 Insurance provided by the *Employer*

as stated for “Format TSC3” available on

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

(See Annexure A for basic guidance).

2.9 Training workshops and technology transfer

Internal training will be provided by the *Employer*. All other required/ related training e.g. HIRA shall be provided by the *Contractor*

2.10 Design and supply of Equipment

All the required equipment is stated on the Service description (Section C3).

The applicable designs will be provided where possible by the *Employer where necessary*.

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

All the equipment, surplus plant and Material provided by the *Employer* shall be returned to the *Employer* at the end of the service period (refer to clause 70.2 NEC TSC3).

Information and other things

All the related service information shall be shared with the *Employer* (refer to clause 70.2 NEC TSC3).

2.12 Management of work done by Task Order

A Task order will be issued by the *Employer* to the *Contractor* monthly.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* Shall act in accordance with the Health and Safety requirements stated in the Service information and any other Health and Safety information provided by the *Employer*, (refer to clause 27.4 on NEC3 TSC). The *Contractor* shall comply with the Health and Safety Requirements stated in SHE specification provided.

3.2 Environmental constraints and management

The *Contractor* shall adhere to the Legal and Site Environmental requirements.

3.3 Quality assurance requirements

The *Contractor* shall adhere to the quality requirements e.g., Quality plan, quality control plan and work procedure.

The contractor might be subjected to audits relating to the scope executed

4 Procurement

4.1 Minimum requirements of people employed

The *Contractor* shall provide suitable and qualified resources and they shall employ resources around Dipaleseng Community through the local forum.

Annual verifications of skills and qualifications will be conducted on all Contractor Employees.

1.1.1. Resources Qualifications

	Resource	Qualification
1	Site Manager	Civil Technical Supervisor + 5 years related
2	Site Supervisor	Civil Technical Supervisor + 3 years related
3	Civil Technician	ND Civil Diploma
4	Bricklayer	Grade 12 + Trade Test
5	Plumber	Grade 12 + Trade Test
6	Safety officer	Safety Diploma + 3 years related experience
7	Planner	Grade 12+ Computer literacy + SAP knowledge would advantageous
8	Clerk	Grade 12+ Computer literacy + SAP knowledge would advantageous
9	Multi skilled plumber	Grade 12 + Trade Test
10	Multi skilled painter	Qualified Painter
11	Multi skilled welder	Grade 12 + Trade Test
12	Multi skilled carpenter	Grade 12 + Trade Test
13	Multi skilled civil	Grade 12 + Trade Test
14	Multi skilled boilermaker	Grade 12 + Trade Test
15	Multi skilled Bricklayer	Grade 12 + Trade Test
16	General workers	Grade 12
17	Painter	Qualified painter

4.2. Subcontracting

Preferred subcontractors

None

4.2.1 Subcontract documentation, and assessment of subcontract tenders

Subcontractors shall comply with all Eskom requirements and standards, and they remain the responsibility of the main contractor and they shall be aligned to the Main contractor. They shall adhere to Eskom ethics code.

4.2.2. Limitations on subcontracting

Only up to 25% of the task order amount can be subcontracted.

4.3 Plant and Materials

4.3.1 Specifications

Asphalt cutter, Compactor and Jack Hammer, more details on the the Services description / Scope.

4.3.2 Correction of defects

The *Contractor* shall ensure that the defects are corrected immediately after receiving the notification.

4.3.3 *Contractor's* procurement of Plant and Materials

The Contractor shall ensure that they deliver the equipment on time and store it safely at the workshop provided by the *Employer*.

4.3.4 Tests and inspections before delivery

The Contractor shall test, Inspect and ensure that the equipment is safe to use. The *Contractor* shall ensure that the equipment is in a good working condition. Refer to clause 41.

The Contractor shall provide test/inspection certificates of the related equipment.

4.3.5 Plant & Materials provided “free issue” by the *Employer*

The following plant is available to be use by the *Contractor*:

- TLB
- Forklift
- Cherry picker

4.3.6 Cataloguing requirements by the *Contractor*

N/A

5 Working on the Affected Property

The access form will be provided by the *Employer* which stipulates the boundaries.

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

The *Contractor* shall adhere to site access control requirements; all *Contractor* employees including sub-contractors shall undergo medical screening and be declared fit to work.

The *Employer* will provide induction to all *Contractor* employees and sub-contractors before the *Contractor* can start working, the *Contractor* shall have a safety file approved by the *Employer*.

5.2 People restrictions, hours of work, conduct and records

Contractor employees shall work according to the stipulated hours in the scope of work or as agreed by the Service Manager and the *Contractor*.

5.3 Health and safety facilities on the Affected Property

The *Contractor* shall comply with Health and Safety requirements, Refer to the SHE spec.

5.4 Environmental controls, fauna & flora

N/A

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* co-operates with others in obtaining and providing information which they need in connection with works. Refer to clause 25.1.

5.6 Records of *Contractor's* Equipment

The *Contractor* shall declare and keep a record of all tools and equipment that are brought to the *Employer's* premises; this record will be required by the *Employer* when leaving the premises.

5.7 Equipment provided by the *Employer*

The following plant is available to be use by the *Contractor*:

- TLB
- Forklift
- Cherry picker

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The *Employer* and the *Contractor* shall provide services and other things as stated in the service Information. Any cost incurred by the *Employer* as a result of the *Contractor* not providing the services and other things which he is to provide is assessed by the *Service Manager* and paid by the *Contractor*.

5.8.2 Provided by the *Contractor*

The *Contractor* shall provide his/her own accommodation.

5.9 Control of noise, dust, water, and waste

The *Contractor* shall manage waste accordingly and always use appropriate Personal Protective Equipment.

5.10 Hook ups to existing works

The *Contractor* shall adhere to Eskom Cardinal Rules; they will be explained in detail within the SHE specification provided and during site inductions.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The *Contractor* shall do inspections; refer to the scope of work.

5.12 Materials facilities and samples for tests and inspections

The *Contractor* shall do inspections in all the plant areas covered under this scope.

5.13 List of drawings

5.13.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract. Drawings are not required at this stage.

Drawing number	Revision	Title