



NEC3 Term Service Contract (TSC3)

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

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

for **The Supply of Human Resources for 60 months, at
Camden Power Station.**

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

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

The Supply of Human Resources for 60 months at Camden Power Station.

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
	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:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

Signature

.....

Name

.....

Capacity

.....

On behalf of

(Insert name and address of organisation)

For the Employer

.....

Name & signature of witness

.....

(Insert name and address of organisation)

Date

.....

C1.1 Form of Offer & Acceptance

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Options A	The offered total of the Prices exclusive of VAT is	R
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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

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The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
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and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

4. 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.
5. 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.
6. 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.

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5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Name & signature of witness

Date

For the Employer

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*.

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used “[•]” - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	

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

10.1	The Service Manager is (name):	Eskom Holdings Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel	017 827 8104
	Fax	
	e-mail	Motshabi.lukhele@eskom.co.za
11.2(2)	The Affected Property is	Camden Power Station
11.2(13)	The service is	The Supply of Human Resources for 60 months, at Camden Power Station.
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Financial Risk • Safety & Quality Risk
11.2(15)	The Service Information is in	Part 3: Scope of Work
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	Five working days
2	The Contractor's main responsibilities	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
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.	(To form part of negotiations)
30.1	The <i>service period</i> is	60 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	Between the 26th day of each successive 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	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	<ol style="list-style-type: none"> 1. [•] 2. [•] 3. [•]
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.
50.6	The <i>exchange rates</i> are those published in	N/A
53.1	The <i>Contractor's</i> share percentages and the share ranges are	N/A

Contractor's share %-age

		less than N/A	N/A
		from N/A to N/A	N/A %
		from N/A % to N/A %	N/A %
		greater than N/A %	N/A %
53.3	The Contractor's share is assessed on (dates)	N/A	
E	Cost reimbursable contract		
20.4	The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	N/A	
	The exchange rates are those published in	N/A	

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).
	Address	<input type="checkbox"/>
	Tel No.	<input type="checkbox"/>
	Fax No.	<input type="checkbox"/>
	e-mail	<input type="checkbox"/>
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	<input checked="" type="checkbox"/> South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation
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X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in <i>italics</i> are identified elsewhere in this Contract Data.		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in <i>italics</i> are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	The penalty of 5% per day limited of the contract will be deducted should the contractor fails to perform/action the task as required by the employer.		
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	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this</p>		

		contract for
		<ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The end of liability date is	[•] months after the end of the service period.
X19	Task Order	
X19.5	The Contractor submits a Task Order programme to the Service Manager within	48 hours upon receiving the Task Order
X20	Key Performance Indicators	
X20.1	The incentive schedule for Key Performance Indicators is in	Annexure [KPI's will be attached as Annexure-A of the NEC)
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Bi-Yearly
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 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 <i>Contractor</i> 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 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
by the
Employer** 86

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 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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 Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles</i> .
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 OEASM.

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.

Z clause:

The employer has a right to terminate the contract without penalties by giving at least 30 days written notice to the Contractor where the following situations prevail:

- ***In instances where the approved contract price funds have been depleted.***
- ***In instances where Eskom's business strategy changed, and the continuation of the contract is no longer economically viable for Eskom business.***
- ***The Contractor maintains the agreed-upon base crew for the duration of the contract unless services are required to accommodate Camden's operation of fewer running units. For reductions in base crew numbers, the Employer will provide two (2) months' written notice.***
- ***Camden Power Station is one of the stations that is selected for repurposing. Therefor the "contract usage" might reduce during the ramping down of the units.***

C1.2 Contract Data

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

Notes to a tendering contractor:

1. Please read both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)⁴ 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</i> 's plan is in:	C3.2
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:	

⁴ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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

DRAFT

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	<i>The 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
		<ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere 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 21.4 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).

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*

Please refer to attached BOQ

The total of the Prices

PART 3: SCOPE OF WORK

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>	
Total number of pages		

C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

The Supply of Human Resources for 60 months, at Camden Power Station.

2 Executive overview

The Supply of Human Resources for 60 months, at Camden Power Station (interdepartmental administration)

3 Employer's requirements for the service

The Contractor will provide the following services for the period of 60 months.

- The Supply of Human Resources for 60 months, at Camden Power Station & the required resources are as follows,

➤ **SCOPE OF WORK SENIOR CLERK DATA CONTROLS/CAPTURES (T7) X 5 MINIMUM**

- Key Performance Areas (summary of functional outputs):
- To co-ordinate and control SAP PM master data and provide administration support
- Render SAP PM support and training
- Co-ordinate master data integrity and change control.
- Updating the maintenance performance indicators (KPI's) presentations
- Perform various administration duties
- Functional Outputs/Activities
- Coordinate master data integrity and change controls by
- Keeping a record of all master data change control documents, maintenance work procedures and managing the manual filing system
- Checking changes on the master data by drawing SAP reports to compare last changed date with the change in the control documents. Investigating all discrepancies and taking corrective action thereof.
- Updating the manual filing system and generating electronic copies of the master data in work format.
- Render SAP PM support and training by:
- Assisting users and providing additional training and first line support, telephonically, through one-on-one coaching
- Assisting maintenance and engineering departments with data retrieval and queries through coaching users on the use of SAP reports
- Coordinating the SAP system fault resolution by reporting faults to BASC via ARS (Action Required System), discussing faults and reaching consensus on changes needed at the SAP PM User Group Forum. Following up and testing system after fault ratification
- Providing coaching and liaising with BASC for competency assessments
- Supporting and assisting with rotatable work orders

➤ **Updating the maintenance key performance indicator presentation by:**

- Collecting the required performance information and reports
- Maintenance spreadsheets and filling reports
- Assisting to draw KPI reports on the database (i.e., in the event that a Senior Engineering Assisting is not available)
- Updating and maintaining the monthly maintenance key performance indicator presentation(s)
- Perform various administration duties by:
- Controlling stationery and re-ordering when required
- Loading purchase requests
- Attending to telephones, taking, and delivering messages as and when required

- **Qualifications and Experience required.**
 - Minimum Qualification required: Grade 12 or N3 National Certificate
 - Related minimum experience: 2-years related experience in field (Maintenance)
- **Competencies required (includes internal training)**
 - Behavioural (Integrity, honesty, trustworthiness, professionalism)
 - Leadership (Team player, motivating teams, coaching, mentoring, developing, etc)
 - Knowledge
 - Knowledge of maintenance processes
 - Knowledge to use maintenance computerised system
 - Knowledge of SAP PM
 - Knowledge of database basics and appropriate applications
 - Knowledge of office techniques
 - Skills (communication skills, computer literacy, coaching skills)
- **Attributes**
 - Punctuality, dedication, willing to adapt to pressure and different roles
 - Assessment
- **SCOPE OF WORK SECRETARY SECRETARIAL (T7) X 4 MINIMUM**
 - Key performance areas (summary of functional outputs)
 - Provide secretarial and administration support to the manager and section
 - Provide a one stop customer/client service
 - Provide a general office administrative function
 - Process data from information system
 - **Key customers**
 - Managers
 - Departmental staff
 - Customers
 - **Functional Outputs/Activities**
 - Provide secretarial and administrative support service to the manager and section by,
 - Optimising different applications to procedure documents of varying degrees of complexity to conform to recognised standards and formats as laid down in Eskom's instruction manual
 - Screening and keeping a record of the managers appointments
 - Organising and arranging functions, meetings and conferences as required
 - Taking minutes at meetings
 - Controlling the flow of work in the absence of the managers by directing requests to the appropriate departments and providing the manager with feedback
 - Acting as hostess when receiving visitors and customers
 - Arranging for refreshment
 - Preparing presentation material and providing background material on request
 - Acting in other related positions where required
 - **Provide a one stop customer/client service by:**
 - Screening telephone calls for manager
 - Responding to telephone calls which require general routine answers
 - Handling customers /clients' complaints and ensure that the complaints are handled through proper channels for speedy resolution
 - **Provide a general office administrative function by:**
 - Administering a complete filing and retrieval system
 - Completing T&S claims forms and arranging for payment thereof
 - Completing local purchase orders and arranging for payments
 - Keeping stock, administering, and replenishing the stationery requirements for the office
 - **Process data from information system by:**
 - Creating appropriate reports
 - Highlighting relevant activities and deviations
 - Capturing and verifying data into information systems
 - Uploading and downloading of information
 - **Competencies required (Includes internal training)**
 - Behavioural (Integrity, Honesty, Trustworthiness)

- Knowledge (Knowledge of Eskom's policies and procedures)
- Skills (Computer skills, Sound interpersonal skills, administrative skills)
- Leadership (Team player, motivating teams, Coaching, Mentoring, Developing)

➤ **Minimum qualification requirements**

- NCV4/NSC3/Grade12/Certificate in Secretarial/Administration or Human science at NQF4 with 120 points

➤ **Related minimum experience**

- Two years Secretarial or administration related experience

Note: Professional Registration body: Not Applicable

➤ **SCOPE OF WORK SENIOR CLERK GENERAL ADMINISTRATION (T6) X 11 MINIMUM**

➤ **Perform section administration by:**

- Consolidate & capturing relevant information into electronic & manual systems
- Retrieving data from various systems to enable decision making in the section periodically
- Facilitating data approval in various systems & applications
- Processing & following up on invoices
- Providing administrative support to the section

➤ **Office control by:**

- Administering a complete filing and retrieval system
- Checking office service provision for the section
- Administering control over the use of the sections assets & ensuring they are maintained to function optimally.
- Keeping stock of, administering, storing & replenishing the stationery requirement or the office

➤ **Provide a basic advisory service and reporting by:**

- Providing a basic first line public relations service
- Monitoring & taking care of customer/client's complaints, requests & ensuring the handling thereof through proper channels for speedy resolution
- Responding to telephone calls which require general routine answers
- Compiling, validating, submitting & distributing operational & Adhoc reports

➤ **Minimum Qualification Requirements**

- NCV4/NSC3/Grade 12 at NQF4 with 120 points credits
- Two years related minimum experience in administration

Note: Professional registration body not required

➤ **Competencies required:**

- Behaviour (Politeness, Promptness, Energetic, Self-starter, Assertive, Telephone Etiquette)
- Leadership (Team player)
- Knowledge (Knowledge of ESKOM's policies & procedures)
- Skills (Administration skills, Communication skills, Sound interpersonal skills, Negotiation skills, Liaising skills)

➤ **SCOPE OF WORK FOR THE ASSISTANT OFFICER PROCUREMENT (BUYERS) X 5**

➤ **Key responsibilities**

- Execute integrated sourcing and procurement processes and follows prescribed procedures towards fulfilling procurement needs.
- Execute purchasing of goods and services and manage procurement administration
- Consult with supervisor to manage problems/risks and make recommendations timely
- Negotiate and coordinate conclusion of the agreement with suppliers to meet customer expectations
- Build and maintain healthy interpersonal and inter-team relationships
- Access, analyses procurement information independently

➤ **Skill & Competencies**

- Behavioural (Integrity, Honesty, Trustworthiness, Professionalism, Knowledge)
- Leadership (Team player, Motivating teams, Coaching)
- Knowledge (SAP material management module, Total cost ownership analysis, Strategic commodity/Projects sourcing knowledge, Procure-To-Pay process, financial analysis, Industry &

market analysis, Commodity & supplier profiling (Commodity management), Sourcing/Procurement, strategy formulation or implementation, Supplier relationship management, Contract management, Project management, Knowledge of NEC family contracts, Knowledge of Forex, Knowledge of service level & framework agreement)

- Skills (Computer literacy, Strategic thinking & decision making, Strong negotiation, Relationship management, Strong analytical skills, Strong communication, Ability to work & interact effectively at senior level, Facilitation, Administration, Attention to details& methodical)
- Attributes (Business acumen, Strong ethical conduct, Problem solving, Leadership skills, Interpersonal skills, Presentation skills)
- Assessment (Basic knowledge of sourcing & procurement processes, Basic knowledge of SAP system, Basic knowledge of NEC family contracts and/or FIDIC)

➤ **Minimum Requirements**

➤ Qualification

- National Diploma/National N Diploma in Transport/Commerce/Logistics/Supply/ Chain Management at NQF Level 6 with 240 credits

➤ **Experience**

- Sourcing and procurement or related technical experience (2 years)

➤ **SCOPE OF WORK PRINCIPAL CLERK GENERAL ADMINISTRATION (T8) X 01 MINIMUM**

➤ **Key performance areas**

- Carry out administration functions.
- Provide a financial support function.
- Assist with fleet management logistics.

➤ **Functional Outputs/Activities**

➤ **Carry out administration functions by,**

- Coordinating administrative activities as per site requirements timeously
- Responding for the telephone system including public address system
- Managing the postal service for the site
- Checking and verifying daily attendance register for the site
- Administration for the residential properties monthly levy payment, lease agreements
- Creating travel expenses and travel request as required

➤ **Provide a financial support function by,**

- Controlling petty cash on site according to the prescribed procedures
- Ensuring that the department adhere to the monthly financial closures – (Petty cash, sundry payments, and deposits)
- Scrutinising sundry payment invoices for correctness and approval prior to processing
- Servicing the SAP system-inputs, reports and approvals-capture overtime, payment requisitions, service entries

➤ **Assist with fleet allocation on site by.**

- Assisting with fleet allocation on site
- Coordinating site fleet administration
- Monitor licence expiry dates and raising alerts to relevant departments

➤ **Condition of Employment**

Note: This section is referenced from the basic conditions of employment act.

➤ **Interpretation and terminology**

N/A

➤ **Management strategy and start up.**

➤ **Invoicing and payment**

On a monthly basis assessment to be conducted and signed off by both (The Consultant & the Employer) and once assessment has been done payment against invoice will be made.

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

The Contractor shall address the tax invoice to
Eskom Holdings SOC

Finance Department
Camden Power Station

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)

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

The contractor keeps accurate and complete books of accounts, records and other evidence relating to the Actual Costs. These are opened to audit. All documentation is kept by Contractor for a period of five years following completion of this contract. This information is always kept up to date and the Service Manager shall have access to them at any time.

➤ **The Contractor's plan for the service**

- Work will be executed monthly using task order process.

➤ **Management meetings**

Meetings will be held as per the agreement of both parties (Employer & Contractor) upon the awarding of the contract.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor and _____</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.

Contractor's management, supervision, and key people

The Project Site Manager shall ensure that only qualified people will be allowed to work at m. The Service Manager shall be entitled to verify the qualifications of the key people.

Note: The Project Manager must verify qualifications of all people that will be used for this contract

➤ **Provision of bonds and guarantees.**

N/A

➤ **Documentation control**

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any routing requirements but note from TSC3 who issues

what to whom. Both parties will have to agree on any decision taken and file the record for the duration of the contract.

➤ **Invoicing and payment**

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

The *Contractor* shall address the tax invoice to

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)

➤ **Contract change management.**

N/A

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

Option A of NEC applies.

➤ **Insurance provided by the *Employer*.**

Refer to Clause 86.1 of the NEC

4 Training workshops and technology transfer

N/A

5 Design and supply of Equipment

N/A

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

7 Equipment

N/A

8 Information and other things

9 Management of work done by Task Order

- Work will be executed monthly using task order process

10 Health and safety, the environment and quality assurance

11 Health and safety risk management

Health and safety risk management

➤ **The contractor will comply with the following:**

- National Environmental Management Act 107 of 1998
- Mine Health and Safety Act 29 of 1996 (Where applicable)
- Eskom / Camden Policies and Procedures
- Compensation for Occupational Injuries and Diseases Act of 1993 (COID)
- All staff will undergo a one-day Safety Induction training course one week before site occupation
- Adhere to Eskom and Camden Power Station's zero tolerance for non-compliance
- to any of Eskom's and/or Camden Power Station's safety rules and regulations
- Eskom Cardinal Rules:
- Open, Isolate, Test, Earth, Bond and/or Insulate Before Touch
- Hook up at Heights
- Buckle Up
- Be Sober
- Ensure you have a permit to work

➤ **The Contractor must appoint Safety Representatives to assist but not limited to the following:**

- Identify possible hazards, dangers, and risks
- Eliminate potentially dangerous conditions and actions
- Ensure a safe working environment

Inspect and record findings of his workplace and submit a copy on a monthly basis to The Project Manager

The Project Manager shall be entitled to request the Contractor to stop work, without penalty to the Employer, when the Contractor's personnel fail to conform to acceptable health & safety standards or contravene the health and safety sections and regulations.

The Project Manager must be informed as soon as possible but not later than the end of the shift about any injury or damage of property or any equipment by means of a flash report.

The Contractor must perform job observations on critical tasks as identified and provide proof to the project manager.

➤ **Minimum SHE Documentation Required from the Contractor**

➤ **The following minimum documents must be provided by the contractor in terms of Health, Safety and Environmental performance contract commencement.**

- Letter of good standing with COID or a registered insurance body
- An organogram indicating the names of all persons that will hold legal appointments on the project in terms of the Act.
- The expected roles, responsibilities, and authority of those who are proposed to receive legal appointments as well as their proof of competency.
- The resume(s) of the proposed Safety Officer(s) and Environmental Officer(s) his/their roles, responsibilities and authority is required in terms of the scope of work.
- Proof of environmental, health and safety awareness training (provided by a recognized training body) for all employees required to perform work at Camden. The contractor shall be responsible to ensure that his employees are trained before commencing work at Camden. Proof of training provided, i.e. attendance registers and the training content, shall be submitted to the Eskom Agents and/or Environmental and Safety Officers for approval before commencing work on-site. Failure to do so shall result in an immediate termination of the contract.
- The contractor's company Safety, Health, and Environment policy.
- Provide an overview of the system/program that is utilized to manage Safety, Health, and Environment.

➤ **Environmental constraints and management**

The Contractor shall comply with the environmental standard & procedures as per the ACT(s)

➤ **Quality assurance requirements**
QM8-STANDARD

- **Procurement**
- **People**
- **Minimum requirements of people employed.**

The Project Site Manager shall ensure that only qualified people will be allowed to work at m. The Service Manager shall be entitled to verify the qualifications of the key people.

Note: The Project Manager must verify qualifications of all people that will be used for this contract

- **BBBEE and preferencing scheme**

Where a change in the Contractor's legal status, ownership or any other change to his/her 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.

The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his/her B-BBEE status to the Project Manager within thirty days of the notification or as otherwise instructed by the Project Manager.

Whereas a result, the Contractor's B-BBEE status has decreased since the Contract Date the Employer may either re-negotiate or alternatively terminate the Contractor's obligation to provide the works.

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 procedure on termination will apply.

- **Subcontracting**
 - **Preferred subcontractors**
N/A
 - **Subcontract documentation, and assessment of subcontract tenders**
N/A
 - **Limitations on subcontracting**
N/A
- **Attendance on subcontractors**
N/A
- **Plant and Materials**
 - **Specifications**
N/A
 - **Correction of defects**
N/A
- **Contractor's procurement of Plant and Materials**
N/A
- **Tests and inspections before delivery**
N/A
- **Plant & Materials provided "free issue" by the Employer.**
 - Portable Water

The contractor may utilize water points on Site.

- Electrical Power

Contractor may utilise power on site.

- Sanitary Facilities

Permanent facilities to serve the Power Station terrace are provided by the employer.

- Waste Removal

Household waste removal to the bins, as provided on site by the employer, is the responsibility of the Contractor.

- Telecommunication

Connections are available. The contractor applies via the Project Manager for a connection. Connection fees and calls are for the Contractor's account.

12 Cataloguing requirements by the *Contractor*

N/A

➤ **Working on the Affected Property**

All employees and service providers will be governed by the processes and procedures while still providing services within Camden Power Station premises.

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

➤ **People restrictions, hours of work, conduct and records.**

- Hours of work (Normal working hours) are from 07H15 to 16H30, Mondays to Thursdays. Lunch is from 12H00 to 12H30. On Fridays the working hours are from 7H15 to 12H15. On weekends and all public holidays, candidates are expected to be off unless working overtime.
- Late coming will not be tolerated at all costs, there will be a sign in register every morning which is expected to be signed by every employee of the contractor and scanned to the service manager at 07:30 on weekdays. For every person who hasn't signed the sign in register by the time it gets to service manager, the individual will be deemed not at work and his/her 8hrs for that day will not be paid; unless it is communicated to the service manager prior or on the time of sending the scanned sign in register via email that the individual will be late with number of hours mentioned and the reporting time to work noted on the sign in register. It is the responsibility of the employee to inform the service manager telephonically on arrival to work when coming in late. If the employee reported the late coming and forgot to inform the service manager upon arrival, a penalty of 3 hours will be deducted from the employee's daily 8 hours. Employees on training should be indicated on the sign in register with Training, on Annual leave with A/L, Family responsibility leave with F/L and Sick leave with S/L.

➤ **Environmental controls, fauna & flora**

All work complies with relevant environmental regulations as required.

If the work includes some toxic and hazardous substances during normal and routine maintenance activities. In this case the Contractor uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed of by the contractor in accordance with the applicable law.

➤ **Refuse Disposal**

The Employer will provide and empty special colour coded bins for refuse disposal.

The Contractor ensures that all workers under his control strictly adhere to the correct use of refuse bins:

For the full duration of the services, the Contractor is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided.

➤ **Records of Contractor's Equipment**

N/A

➤ **Equipment provided by the Employer.**

Office space

➤ **Site services and facilities**

➤ **Provided by the Employer**

- Portable Water

The contractor may utilize water points on Site.

- Electrical Power

Contractor may utilise power on site.

- Sanitary Facilities

Permanent facilities to serve the Power Station terrace are provided by the employer.

- Waste Removal

Household waste removal to the bins, as provided on site by the employer, is the responsibility of the Contractor.

- Telecommunication

Connections are available. The contractor applies via the Project Manager for a connection. Connection fees and calls are for the Contractor's account.

The Contractor or any of his employees or subcontractors will be allowed to use the Employer's dining facilities.

The Contractor or any of his employees or subcontractors may also buy take away meals from the fast foods outlet on Site. Lunch time is from 12:00 to 12:30. The Contractor shall provide everything else necessary for providing the Works.

➤ **Provided by the Contractor**

The Contractor or any of his employees or subcontractors may also buy take away meals from the fast foods' outlet on Site. Lunch time is from 12:00 to 12:30. The Contractor shall provide everything else necessary for providing the Works.

➤ **Tests and inspections**

- **Description of tests and inspections**

N/A

- **Materials facilities and samples for tests and inspections**

N/A

List of drawings

Drawings issued by the *Employer*.

N/A