



## NEC3 Term Service Contract (TSC3)

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

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

for **Provision of industrial chutes Cleaning at Matimba  
Power Station**

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**CONTRACT No. [Insert at award stage]**

**PART C1: AGREEMENTS & CONTRACT DATA**

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[to be inserted from Returnable Documents at award stage]	
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[to be inserted from Returnable Documents at award stage]	

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# 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:

### **Provision of Industrial chutes Cleaning Services for Matimba 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 <sup>1</sup>	R
	(in words) [●]	

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the  
tenderer:**

Name & signature of witness \_\_\_\_\_  
(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:

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

○ **Acceptance**

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

The terms of the contract, are contained in:

Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2            Pricing Data

Part C3            Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*Eskom Holdings SOC Limited  
Matimba Power Station  
Private Bag x215  
LEPHALALE  
0555*

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	N/A	N/A

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)	Eskom Holdings SOC Limited Matimba Power Station x215 LEPHALALE 0555
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 TSC3 Contract Data

### • Part one - Data provided by the *Employer*

Clause	○ Statement	○ Data
1	○ General	○
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>X19.3 delay damages</b>
		<b>Z: Additional conditions of contract</b>
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>014 763 8589</b>
	Fax No.	<b>014763 3616</b>
10.1	The <i>Service Manager</i> is (name):	<b>TREVOR MODIBE</b>
	Address	<b>Matimba Power Station Private Bag x 215, Lephalale 0555</b>
	Tel	<b>014 763 8589</b>
	Fax	<b>-</b>
	e-mail	<b>modibemt@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Matimba Power Station</b>
11.2(13)	The <i>service</i> is	<b>Provision of Efficient industrial chutes cleaning</b>
11.2(14)	The following matters will be included in	

	the Risk Register	N/A
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it refers.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>One Week</b>
	<ul style="list-style-type: none"> <li><b>The Contractor's main responsibilities</b></li> </ul>	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	<b>1 weeks of the Contract Date</b>
	<ul style="list-style-type: none"> <li><b>Time</b></li> </ul>	○
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>5 years</b>
	<ul style="list-style-type: none"> <li><b>Testing and defects</b></li> </ul>	<ul style="list-style-type: none"> <li>The period for repair of defect shall be determined by the nature of the defect and the period must be agreed upon by both parties.</li> </ul>
	<ul style="list-style-type: none"> <li><b>Payment</b></li> </ul>	○
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>As per Eskom payment Terms link to Vendor Registration</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6</p>

		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.
	<ul style="list-style-type: none"> <li>○ <b>Compensation events</b></li> </ul>	Compensation events are to be approved by the Employer within 14 days of receipt from the contractor, if the Employer do not agree with the compensation events terms, he/she shall declare a dispute within 14 days.
	<ul style="list-style-type: none"> <li>○ <b>Use of Equipment Plant and Materials</b></li> </ul>	<ul style="list-style-type: none"> <li>○ There is no reference to Contract Data in this section of the core clauses and terms in italics used in this sections are identified else wherein the Contract Data.</li> </ul>
	<ul style="list-style-type: none"> <li>○ <b>Risks and insurance</b></li> </ul>	<ul style="list-style-type: none"> <li>○ <b>As stated in the contract</b></li> </ul>
80.1	These are additional <i>Employer's</i> risks	<b>N/A</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Contractor</i> provides these additional insurances:	<b>N/A</b>
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	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
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	<b>N/A</b>
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:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i>	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law</b>



arising out of and in the course of their employment in connection with this contract for any one event is:

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)..

### Termination

- As guided under termination clause of the NEC contract. Breach of contract and depletion of the funds.

- Data for main Option clause

○

<b>A</b>	<b>Priced contract with price list</b>
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 <b>1 weeks.</b>

- 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
		To be appointed when disputes arises
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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	JHB 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.

- Data for secondary Option clauses

○

<b>X1</b>	<b>Price adjustment for inflation</b>
X1.1	The <i>base date</i> for indices is <b>CPA will be applicable 16 months from the base date (one month prior to tender</b>

	<p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p><b>closing) irrespective of contract start date.</b></p> <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>67%</td><td>Labour</td><td>SEIFSA Table C3a Actual Labour Cost (field force)- All Hourly - Paid Employees</td></tr> <tr> <td>13%</td><td>Transport</td><td>SEIFSA Table L1(a) Road Freight Costs</td></tr> <tr> <td>5%</td><td>P&amp;G's</td><td>SEIFSA Table D3 Statistic SA- Consumer Price Index (CPI)</td></tr> <tr> <td>15%</td><td>Fixed</td><td>SEIFSA</td></tr> <tr> <td>100%</td><td>Total</td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	67%	Labour	SEIFSA Table C3a Actual Labour Cost (field force)- All Hourly - Paid Employees	13%	Transport	SEIFSA Table L1(a) Road Freight Costs	5%	P&G's	SEIFSA Table D3 Statistic SA- Consumer Price Index (CPI)	15%	Fixed	SEIFSA	100%	Total	
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15%	Fixed	SEIFSA																		
100%	Total																			
<b>X18</b>	<b>Limitation of liability</b>																			
X18.1	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p>	<p><b>R100 000,00</b></p>																		
X18.2	<p>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</p>	<p><b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b>  <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>																		
X18.3	<p>The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to</p>	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• 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 in the <i>Employer's</i> assets and works / maintenance policies available on</li> </ul> <p><a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>																		
X18.4	<p>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</p>	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p>																		

		<ul style="list-style-type: none"><li>• Defects due to his design, plan and specification,</li><li>• Defects due to manufacture and fabrication outside the Affected Property,</li><li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li><li>• death of or injury to a person and</li><li>• infringement of an intellectual property right.</li></ul>				
X18.5	The <i>end of liability date</i> is	Months after the end of the service period.				
X19	Task Order					
X19.3	Delay damages					
	The service level table					
	<table><tr><th>Description</th><th>penalty</th></tr><tr><td><i>Delay in cleaning as per scope.</i></td><td><i>1% of task order per day up to 10% of Task order</i></td></tr></table>		Description	penalty	<i>Delay in cleaning as per scope.</i>	<i>1% of task order per day up to 10% of Task order</i>
Description	penalty					
<i>Delay in cleaning as per scope.</i>	<i>1% of task order per day up to 10% of Task order</i>					
Z	The <i>additional conditions of contract</i> are					
	Z1 to Z11 always apply.					

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business

composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 Ethics**

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

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

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

## **Z5 Confidentiality**

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

Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

**Z6 Waiver and estoppel: Add to core clause 12.3:**

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

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

Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z9 Notifying compensation events**

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

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

## **Z10      *Employer's limitation of liability***

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

## **Z12      *Supplier Development and Localization***

### **• 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.

	○ <b>Statement</b>	○ <b>Data</b>
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:

.

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		<b>R</b>





## 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:

<b>Identified and defined terms</b>	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"> <li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>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.</li> </ul>
		(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 Price List

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

Item	Description	UoM	QTY	Rate	Total
1	Monthly cost for Chute Cleaning	month	60		
2	Home-work-home	month	60		
3	PPE (for all employees)	bi-annually	10		
4	Medicals (annual and exit for all employees)	annually	6		
5	Safety File	once-off	1		
6	Site Establishment	once-off	1		
7	Site de-establishment	once-off	1		

## C3: Scope of Work

### • C3.1 Service Information

Provision of industrial chute cleaning Service for Matimba Power Station for a period of 60 months

#### 1. Description of the service

## PART 3: SCOPE OF WORK

### 1 Description of the service

#### 1.1 Executive overview

The objective of the industrial cleaning contract is to achieve and maintain clean plant. The following information and schedules only indicate the *employer's* estimate of the cleaning activities and time intervals to be carried out on the different types and areas of plant. It remains the Contractors responsibility to assure that the estimates are sufficient and to adjust these estimates whenever necessary and assure that all areas of plant are kept clean.

#### 1.2 Employer's requirements for the service

## C3.1: EMPLOYER'S SERVICE INFORMATION

### Background

The objective of the industrial chutes' plant cleaning contracts is to achieve and maintain a clean plant and a clean environment minimises the safety risk of any incidents from occurring.

In order to achieve a zero harm and minimize safety hazardous risk the cleaning contract need to be put in place.

A clean plant means that there is no dust ,spider webs, coal, bird droppings and any other debris in and around the areas as per scope of work .

**The method statement should also include the following in detail:**

- The number of people allocated to various plants
- Frequency of cleaning for each area of the plant
- Industrial cleaning equipment that will be utilised for the areas are as follows
  
- LDV Bakkie x1
- Wheelbarrow
- Shovels
- Scrubbers
- Horse pipes (when is required)

**Quality control plan**

- Strategy for the cleaning of recurring coal spillage and hang ups

**The plant cleaning chutes scope of work includes the following**

**Note: It is recommended that the cleaning should take place everyday**

- Cleaning contractor to report to OPCR every day.
- When there is a need of cleaning chute, OPCR will contact the cleaning contractor, then OPCR controller will shut down the plant.
- Cleaning contractor shall obtain LAR.
- Cleaning contractor together with the SPO will go to the plant.
- Before cleaning can commence SPO will pull the trip wire of pull key on the relevant conveyor to prevent it from being activated
- Once a safe working environment has been declared. The SPO can permit cleaning to start.

○ **The following chutes are to be cleaned.**

- Link conveyors
- All Coal stockyard and oversilos chutes
- All Millbin chutes

**COAL STOCKYARD CHUTES**

1. S1 Conveyors chutes and squeezers pulleys.
2. S2 conveyors chutes
3. Stackers boom conveyor.
4. S3 conveyors chutes
5. **Coal stacker reclaimers chutes**

6. S4 conveyors chutes to control bin squeezers pulleys.
7. S5 Conveyors chutes to control bin.
8. B1 and B2 Feeders

**OVERSILOS CHUTES**

1. T1A and T1B conveyors chutes
2. T2A and T2B conveyor chutes
3. T3A and T3B conveyor chutes
4. T4A and T4B conveyor chutes
5. T5A and T5B conveyor chutes
6. T6A and T6B conveyor chutes
7. T7A and T7B conveyor chutes
8. T8A and T8B conveyor chutes

**MILLBINS CHUTES**

1. Unit 1A to F conveyor chutes
2. Unit 2A to F conveyor chutes
3. Unit 3A to F conveyor chutes
4. Unit 4A to F conveyor chutes
5. Unit 5A to F conveyor chutes
6. Unit 6A to F conveyor chutes

- Once the cleaning is completed, the cleaning contractor must report to the senior plant operator.
- The senior plant operator can then reset the pull key
- Once it is safe, the senior plant can then contact the OPCR to start the plant.

**Scope of work and requirements for cleaning staff****General**

- The Contractor shall be responsible for all activities mentioned.
- The Contractor shall supply proof that all his employees have the required training for the duties they are performing; proof of such training must be kept made to employer on request
- The Contractor staff shall be available for Emergency cleaning.
- Under no circumstances will the contractors staff wear the employers overall or hats
- The contractor shall ensure that cleaners are under supervision all the times
- The contractors shall have a qualified responsible person and authorised supervisor in terms of plant safety regulation

**THE SUPPLIER'S CLEANING STAFF:**

- THE CONTRACTOR SHALL SUPPLY PROOF THAT ALL HIS EMPLOYEES HAVE THE REQUIRED TRAINING FOR THE DUTIES THEY ARE PERFORMING, PROOF OF SUCH TRAINING MUST BE KEPT AND MADE AVAILABLE TO EMPLOYER ON REQUEST.
- THE CONTRACTORS STAFF SHALL WEAR UNIQUELY IDENTIFIED CLOTHING AT ALL TIMES WHICH WILL IDENTIFY THE CONTRACTOR.
- UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR'S STAFF WEAR THE EMPLOYER'S OVERALLS OR HATS.
- THE CONTRACTOR SHALL ENSURE THAT THE CLEANERS ARE UNDER CONSTANT SUPERVISION AT ALL TIMES.

**lean up of major spillages and rehabilitation.**

MATIMBA Power Station generates electricity through using products such as coal, fuel oil, etc through safest forms. However, spillages may occur due to unforeseen causes. In cases where a spillage has occurred, it becomes very critical that the response time is kept minimal. Good response time may reduce the severity and extent of a spill.

Section 30 of NEMA and Section 20 of NWA have strict guidelines on how emergency incidents must be reported to the relevant authorities. Emergency reporting must be done within specified timeframes. For instance, the alarm or initial report must be done within 24 hours. Also in most cases, spilled product (fuel oil/ash/coal) must be contained within the first few hours, failing which it becomes a difficult task and more costly to recover the product. The risk to the surrounding environment and human beings may also increase if the free phase product is left uncontained for an extended period of time.

- Providing signage as required to ensure order and control on site, this includes “no entry”, “assembly points” and “no smoking” signs.
- Putting measures in place to control and secure the incident site within the first few hours, e.g. dig cut-off trenches to stop further flow of product.
- Removal, transportation and disposal of soil and other contaminated material at an approved hazardous landfill site in terms of NEM: WA or ECA. Waste Manifests and waste disposal certificates must be provided as proof that a registered landfill site was used for waste disposal.
- Recording of static water level on a regular basis as directed by the relevant specialist.
- Pumping out, treatment and disposal of contaminated water and hydrocarbons from boreholes and trenches. Pumping of water must be done in a responsible manner and must not lead to erosion, secondary contamination and depletion of groundwater resources.
- Application of remedial material e.g. Peat sorb and booms to absorb free phase product.

- Providing clean and compatible backfill material in line with Eskom standards, where contaminated bedding material has been removed.
- Measuring and pumping of free phase product from trenches and boreholes.
- Ensuring that the vehicles that transport hazardous substances from the site comply with the SANS Codes for the Transportation of Dangerous Goods. Written proof to support this must be provided.
- Provision of appropriate clean-up equipment and suitably qualified personnel required to carry out the work efficiently and within legal requirements.
- Collation and submission of relevant information regarding the remediation to Kusile Power Station in line with legal requirements.
- Ensuring alignment of remediation activities with South African and relevant international standards. Remediation must also be in line with authorities requirements.
- Excavation of highly contaminated material and backfilling with clean material.
- Application of bio solve or other suitable material necessary to breakdown the hydrocarbons and aid the remediation process.
- Creation and management of bio pads (or other forms of remediation process) until soil is fully remediated in line with legal requirements.
- Provision of PPE necessary to carry out the work safely, PPEs to be in line with legal requirements.
- Ensuring that remediation site is left in an acceptable condition after clean-up is completed.
- Interaction with relevant specialists to ensure that findings from site assessments are implemented. The specialists could include wetland, geohydrologist, water, toxicologist and air specialist.
- Provision of dust control measures, e.g. watering where required.

## Reporting

- Remediated site reports.
- Management of spill site and remediation process.
- All reporting requirements as required by authorities and legal requirements.
- Waste manifests and safe disposal certificates for all hazardous waste disposed in line with the NEMA Waste Classification and Management Regulations (2013).

### Labour:

Responsibility lies with the contractor to employ sufficient labour to ensure that the cleaning services are delivered timeously and adequately. In the event of increased scope requiring more labour than the minimum number of employees per supervise must apply in compliance with the Labour Relations Act.

A full complement to be always in place, the contractor will ensure that the complementary staff is available during any absence of a worker or any abnormal situation i.e. leaves, training etc.

The contractor will be expected to use local labour to provide the cleaning services on the MATIMBA site.

**Base for Service:**

The contractor is expected to operate this service within close location of the MATIMBA Power Station Sites, at least 40km's radius to ensure timeous and quality service deliverables.

**Transport:**

For the provision of labour, consumables and any other services related to the services contract will be managed by the contractor.

Standard PPE, including any specialized equipment is the responsibility of the contractor.

## 2 Management strategy and start up.

### 2.1 The *Contractor's* plan for the service

The contractor's method statement should include the following:

- List of the number of people allocated to provide the services.
- The availability of each resource
- A list of Industrial equipment that will be utilised.
- How workers will be transported to site
- A Daily/Weekly Check-sheet detailing completed activities.
- A Quality control plan

Within 4 (four) weeks of the contract start date, the *Contractor* ensures that staff is fully. Complemented to perform duties in line with the scope of work.

Service to be delivered on a daily basis as stipulated in the scope of work and should not be affected in the event of absenteeism.

The *Contractor* ensures that the work schedule for the service is revised if the need arises and ensures effective planning is done to carry out the works. E.g. materials permits to work, scaffolding etc.

### 2.2 Management meetings

#### 2.1 The *Contractor's* plan for the service

The contractor's method statement should include the following:

- List of the number of people allocated to provide the services.
- The availability of each resource
- A list of Industrial equipment that will be utilised.
- How workers will be transported to site
- A Daily/Weekly Check-sheet detailing completed activities.
- A Quality control plan

Within 4 (four) weeks of the contract start date, the *Contractor* ensures that staff is fully. Complemented to perform duties in line with the scope of work.

Service to be delivered on a daily basis as stipulated in the scope of work and should not be affected in the event of absenteeism.

The *Contractor* ensures that the work schedule for the service is revised if the need arises and ensures effective planning is done to carry out the works. E.g. materials permits to work, scaffolding etc.

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:
Contract Handover	On commencement date of the Contractor	<i>Employer's site</i>	<i>Employer, Contractor, Contract Supervisors</i>
Compensation events	As the need arises	Task Order	<i>Employer and Contractor</i>
Overall contract progress and feedback	Monthly on 7 <sup>th</sup> day of each month	<i>Employer's site</i>	<i>Employer, Contractor and Contract Supervisors</i>
Weekly inspection	To agreed date between the <i>Employer</i> and <i>Contractor</i>	<i>Employer's site</i>	<i>Employer and 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.

## • COMMERCIAL TERMS AND CONDITIONS

### Undertaking and responsibilities

- Subject to the terms and conditions as set out in this agreement and read in conjunction with Annexure A, B, and C; ESKOM, namely Matimba Power Station, undertakes during the duration of this agreement to employ the Service Provider for the provision of transportation of employees.
- The Supplier agrees to provide all management, labour, equipment, and tools to carry out the services as specified and other conditions he may have deemed fit to impose.
- The Supplier will comply with the rules, regulations, and standards in force at the workplace (with emphasis on safety, health, and environmental compliance to regulations).
- The agreement will be enhanced by regular and open communication, joint planning, co-operation and sharing of responsibilities around the image and specific culture of the business unit.

## • OCCUPATIONAL HEALTH AND SAFETY

The Service Provider must fully comply with the SHEQ requirements and other legal

requirements which are deemed to be necessary for the provision of transportation of employees to avoid jeopardising the services rendered to Eskom.

- **Assessments:**

Assessments and payments will be carried out as per Purchase Order loaded against the contract

- **Payment:**

Payment will be based on approved purchase order compiled by Matimba Power Station. The total payment will be according to the total services delivered for that purchase order.

- The *Contractor* shall address the tax invoice to

**invoiceseskomlocal@eskom.co.za**

## **Key Personnel Minimum requirements**

### ***Drivers***

- Drivers must be in possession of a valid national Driver's license with PDP
- Drivers to have a minimum of three years passengers driving Experience
- Drivers must be in possession of a valid medical certificate

## **Key personnel**

They must be able to communicate in English or understand English. The Supplier to ensure that all personnel working under this contract are adequately trained to use all types of equipment's to the commencement of the contract. The Supplier and staff to conduct business in a courteous and professional manner.

## **Staff uniform and PPE**

The staff uniform should state the name of the Supplier and that can be clearly identified from other Service Providers, Matimba Power Station personnel, etc. ESKOM reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement. Inspection will be conducted as per the PPE procedure. The PPE must be clean and in a good condition. All employees shall be provided with the required PPE to be used as per the Risk Assessment conducted, as per the SDS and other legal requirements to protect employees from hazards emanating from the work they conduct or the environment within which work they conduct or the environment within which the work is conducted.

**Transport of staff**

The contractor is responsible for providing own transport for its employees in line with Eskom Vehicle Safety specifications(32-345) and National legislation for the transport of employees or conditions of employment.

**Compliance with Legislation**

Tenderers must be registered with the Unemployment Insurance Fund and the Workmen's Compensation Fund. Tenderers must also comply with all applicable wage order / sector determination and/or agreement, in terms of the Labour Relations Act No 66 of 1995 (as amended) and or the Basic Conditions of Employment Act No 3 of 1983 (as amended). Proof must be submitted to the Service Manager.

**SHEQ**

Full compliance to the SHEQ requirements and other ESKOM legal requirements. The contractor will provide ESKOM with a copy of the SHEQ (Safety, Health, Environment and Quality) plan at least two weeks before the start of the contract to ensure compliance to all their required Safety, Health, Environment and Quality procedures and standards. The contractor to ensure that all personnel working under this contract are in good health and pose no risk to any personnel working for other contractors and at Matimba Power Station. The contractor must ensure that employees do periodic medical checks and submit proof to the Service Manager. The contractor to comply with all ESKOM legal requirements e.g. OHS Act no 85 of 1993. SHE Rep inspection book to be submitted to ESKOM Safety department on a monthly basis. Suppliers' employees must comply with the station emergency preparedness procedure and all site related SHEQ requirements. Keep completed checklists on file and make them available to the Contract supervisor or the Health and Safety committee as required.

**2. Specifications**

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

**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:
Overall contract progress and feedback and risk	As when required	Service manager's office	<i>Employer, Contractor</i>

register			
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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.

## 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  
**invoiceseskomlocal@eskom.co.za**  
 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)

## Insurance provided by the *Employer*

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

## Training workshops and technology transfer

- Training for safety for all contractors employees to be discussed with service manager

## Management of work done by Task Order

A task order will be issued at the beginning of each month for the month maintenance and both the service manager and contractor to sign before commencement of the service

- **Health and safety, the environment and quality assurance**

## Health and safety risk management

### SAFETY

- The Safety requirements as per the Risk Department for this work will be issued with this enquiry.
- Amendments to Safety legislation and regulations.
- Safety files to be presented by the supplier before the work commence.

Annexure B (acknowledgement of Eskom's OHS requirements form signed)
Health and Safety Plan (scope of work specific)
Costing for Health and Safety management
Baseline OHS Risk Assessment (BRA)
Valid Letter of Good Standing (COIDA or equivalent)
OHS policy signed by CEO
Signed Drug and Substance abuse policy
Programme to support Matimba PS's Zero Harm objective
OHS Competency (CV,s and qualifications / certificates)

**ENVIRONMENTAL**

- The Environmental requirements as per statutory requirements for this enquiry will be issued with the enquiry.
- Amendments to Environmental legislation and regulations will have to be complied to if there is changes to the law
- Environmental Coordinator/ Rep with basic environmental training
- Environmental policy signed by company management.
- Incidents management /Spill response plan
- Environmental Aspects and Impact register
- Method statement/scope of work
- The contractor must provide strategy for waste management during the fleet maintenance/ service

Category 4: Quality Requirements		Deliverables to be evaluated indicator = 1
		Apply =1
<b>SECTION A: Quality Management System Requirements ISO 9001</b>  Objective evidence of documented QMS that is not certified but complies with ISO 9001	A.1 Quality Method Statement based on scope. (Method Statement Template – Ref 240-126469599)	1
	A.2 Quality Policy Approved by top management.	1
	A.3 Quality Objectives Approved by top management.	1
	Section A Score	3

<b>SECTION B: Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)</b>	B.1 Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)	1
	B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015)	1
Section B Score		2
<b>SECTION E: User defined additional Requirements &amp; miscellaneous (Ref 240-105658000)</b>  Customer specific requirements & other standards and required can be listed and evaluated here	E.1 Form A is completed and signed.	1
	E.2 Add other requirements (if applicable) as per the scope of work and/ or specification	0
Section E Score		1

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure A to this Service Information.

### Environmental constraints and management

- The Environmental requirements as per statutory requirements for this enquiry will be issued with the enquiry.
- Amendments to Environmental legislation and regulations will have to be complied to if there is changes to the law
- Environmental Coordinator/ Rep with basic environmental training
- Environmental policy signed by company management.
- Incidents management /Spill response plan
- Environmental Aspects and Impact register
- Method statement/scope of work
- The contractor must provide strategy for waste management during the fleet maintenance/ service

The *Contractor* shall further comply with all Matimba Power Station procedures and policies and all level 3 documentation and legislations which the station prescribes to.

## Quality assurance requirements

- The returnable in terms of Quality will be based on the Supplier Quality Management Specification 240-105658000. The supplier will submit the quality information based on the category that is relevant to them. Refer to document 240-105658000. In case where there are QCP (quality control plans) required also 3.2 and 5.1 of the document 240-105658000 will be applicable and other Eskom Holdings SOC Limited's Standards and specifications (QM58)

## • Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information **MUST** include any such procedures to be able to administer Disallowed Cost.

## People

### Minimum requirements of people employed

- All personnel employed to provide the works shall have South African citizenship or a valid worker permit if not South African nationals.
- All the personnel employed must have the necessary training and competent to perform the tasks
- All personnel must be in possession of a valid medical certificate
- They must be able to communicate in English or understand English. The Supplier to ensure that all personnel working under this contract are adequately trained to use all types of equipments to the commencement of the contract. The Supplier and staff to conduct business in a courteous and professional manner
- Eskom reserves the right to ask for the replacement of any contract personnel who is found to be incompetent or is guilty of any misconduct

### BBBEE and preferencing scheme

### SD&L Undertaking obligation

SKILL TYPE	ENTRY LEVEL	ESKOM TARGET	OUTPUT	TENDERERS PROPOSAL

### Pre- Qualification Criteria

The following will be special conditions

Eskom calls for Level 1 B-BBEE compliant suppliers that are EME' and QSE's as per Eskom's hierarchy of PPPFA.

## Subcontracting

### Preferred subcontractors

N/A

## Plant and Materials

**Specifications**

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

**Correction of defects**

The employer will notify the Contractor of any defect encountered in the plant, and the supplier must respond within 48 hours by phone or email and respond to site within a week

**Contractor's procurement of Plant and Materials**

N/A

**Tests and inspections before delivery**

N/A

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

Employer to provide spares and special tools for maintenance purpose

**• Working on the Affected Property**

Protective clothing must be worn at all times

A work permit must be in force

Safety harness to be worn at all times when repairing lights above 2

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

- No taking of pictures allowed on Employer's premises without prior approval or consent
- Contractor must attend induction before entering premises
- Contractor must make pre-arrangements before coming to Employer's site to allow Employer to make proper arrangements with Security. If no arrangements made, no access will be granted to the Contractor
- Contractor must have submitted their safety file with safety department and file passed evaluation before commencement of work

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

- Monday – Thursday working time: 07H00 – 16H30
- Fridays working time: 07H00 – 12H00
- Any deliveries or visits outside above timelines, arrangements must be made with an Employer in advance

**Health and safety facilities on the Affected Property**

The employer will provide ablution facilities

Drinking water

**Provided by the Contractor**

Accommodation

Transport to work



**Control of noise, dust, water and waste**

Protective clothing to be worn at all times

**Hook ups to existing works**

Safety harnesses to be used all the time

**Tests and inspections****Description of tests and inspections****Materials facilities and samples for tests and inspections**

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

- List of drawings**

**Drawings issued by the *Employer***

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

Drawing number	Revision	Title
N/A		

# Task Order

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

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

To: [●] .....

..... (Contractor)

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

Description [●]

Starting date [●]

Completion Date [●]

Delay damages per week [●]

Please submit your price and programme proposals below.

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

(for *Employer*)

Total of Prices for items of work on the Price List  
(details attached) R. \_\_\_\_\_

Total of Prices for items of work not on the Price List  
(details attached). R. \_\_\_\_\_

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

The programme for the Task is ..... [ref] (attached)

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

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

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

(for *Employer*)