



## NEC3 Term Service

# Short Contract (TSSC3)

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

and

for **The Provision of Fully Furnished Rental  
Accommodation for the Hendrina PSGM for 12  
Months**

|  |  |                 |
|--|--|-----------------|
| <b>Contents:</b>                                     | Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments) | <b>Page No.</b> |
| <b>Part C1 Agreements &amp; Contract Data</b>        |  |                 |
| C1.1 Form of Offer and Acceptance                    |  | [•]             |
| C1.2 Contract Data provided by the <i>Employer</i>   |  | [•]             |
| C1.2 Contract Data provided by the <i>Contractor</i> |  | [•]             |
| <b>Part C2 Pricing Data</b>                          |  |                 |
| C2.1 Pricing assumptions                             |  | [•]             |
| C2.2 Price List                                      |  | [•]             |
| <b>Part C3 Scope of Work</b>                         |  |                 |
| C3.1 Service Information                             |  | [•]             |
| Pro Forma Task Order                                 |  |                 |

Documentation prepared by: **Maryke Goosen**

## C1 Agreements & Contract Data

### C1.1 Form of Offer and Acceptance

#### Offer

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

#### **The Provision of Fully Furnished Rental Accommodation for the Hendrina Power Station General Manager for a Period of 12 Months**

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

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

|   |      |
|---|------|
| The offered total of the Prices exclusive of VAT is | R[•] |
| Value Added Tax @ 15% is                            | R[•] |
| The offered total of the Prices inclusive of VAT is | R[•] |
| (in words)  |      |

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

**Tenderer's CIDB registration number:**

## Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Service Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Tebogo Lekalakala

Capacity

Power Station General Manager:

Hendrina Power Station

**for the  
Employer**

(Insert name and address of organisation)

Eskom Holdings SOC Ltd, Hendrina Power Station, 1 Impala Street, Pullenshope 1096

Name &  
signature of  
witness

Maryke Goosen

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Schedule of Deviations

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |
| 5   |         |         |
| 6   |         |         |
| 7   |         |         |

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

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

### For the tenderer:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

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

Name & signature of witness \_\_\_\_\_

Date \_\_\_\_\_

### For the Employer

\_\_\_\_\_

\_\_\_\_\_

Tebogo Lekalakala  
Eskom Holdings SOC Ltd, Hendrina Power  
Station, 1 Impala Street, Pullenshope, 1096  
(Insert name and address of organisation)

\_\_\_\_\_

Maryke Goosen

\_\_\_\_\_

## C1.2 Contract Data

### 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 NEC3 Term Service Short Contract (April 2013) (TSSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used "[•]" - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

| Clause         | Statement  | Data   |
|----------------|--|--|
| <b>General</b> |  |  |
| 10.1           | The <i>Employer</i> is (Name):   | Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa |
|                | Address  | Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg   |
|                | Tel No.  | 013 296 3000   |
|                | E-mail address   | <a href="mailto:NaudeM@eskom.co.za">NaudeM@eskom.co.za</a>   |
|                | If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is: |  |
| 14.5           | Name   | Maryke Goosen  |
|                | Address  | Hendrina Power Station, 1 Impala Street, Pullenshope, 1096   |
|                | Tel No.  | 013 296 3139   |
|                | E-mail address   | <a href="mailto:NaudeM@eskom.co.za">NaudeM@eskom.co.za</a>   |
|                | The authority of the <i>Employer's Agent</i> is  | [•]  |
| 11.2(5)        | The <i>service</i> is  | The Provision of Fully Furnished Rental Accommodation  |
| 11.2(6)        | The Service Information is in  | the document called 'Service Information' in Part 3 of this contract.  |
| 30.1           | The <i>starting date</i> is.   | [•]  |
| 30.1           | The <i>service period</i> is.  | 12 months  |
| 13.2           | The <i>period for reply</i> is   | 1 week   |
| 50.1           | The <i>assessment day</i> is the   | 25 <sup>th</sup> day of each month.  |

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

|   |   |  |
|---|---|--|
| 51.2  | The interest rate on late payment is  | [•]% per complete week of delay.<br>[Insert a rate only if a rate less than 0.5% per week of delay has been agreed]  |
| 80.1  | The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of | the amount of the deductibles relevant to the event  |
|   | Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?   | No   |
| 93.1  | The <i>Adjudicator</i> is   | 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). |
|   | Address   | [•]  |
|   | Tel No.   | [•]  |
|   | Fax No.   | [•]  |
|   | e-mail  | [•]  |
| 93.2(2)   | The <i>Adjudicator nominating body</i> is:  | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body   |
| 93.4  | The <i>tribunal</i> is:   | arbitration.   |
|   | The <i>arbitration procedure</i> is   | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.   |
|   | The place where arbitration is to be held is  | South Africa   |
|   | The person or organisation who will choose an arbitrator  |  |
|   | - if the Parties cannot agree a choice or   | the Chairman for the time being or his nominee   |
|   | - if the arbitration procedure does not state who selects an arbitrator, is   | of the Association of Arbitrators (Southern Africa) or its successor body.   |
| The <b>conditions of contract</b> are the NEC3 Term Service Short Contract (April 2013) <sup>23</sup> and the following additional conditions Z1 to Z11 which always apply: |   |  |

## Z1 Cession delegation and assignment

<sup>2</sup> If the previous edition applies change 'April 2013' for 'September 2009'.

<sup>3</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za)

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

**Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

**Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z4 Waiver and estoppel: Add to clause 12.2:**

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

**Z5 Health, safety and the environment**

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *service*; and
  - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z5.2 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.



**Z6 Provision of a Tax Invoice and interest. Add to clause 50**

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z7 Notifying compensation events**

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

**Z8 *Employer's* limitation of liability; Add to clause 80.2**

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

**Z9 Termination: Add to clause 90.2, after the words "or its equivalent":**

- Z9.1 or had a business rescue order granted against it.

**Z10 Addition to Clause 50.4**

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the service.

**Z11 Ethics**

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

**Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

**Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

**Committing** means, as the context requires, the *Contractor*, or any member thereof in the case of

- Party** 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 condition of contract 82 with the following:

#### Insurance cover 82

- 82.1 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.
- 82.2 The *Contractor* provides the insurances in the Insurance Table A, from the *starting date* until the 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<br><br>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, plant and materials  | <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p> |
| The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and 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 | <p><b><u>Loss of or damage to property</u></b><br/>The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b><br/>The amount required by the applicable law</p>                  |
| 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   |

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

**INSURANCE TABLE B**

| <b>Insurance against or name of policy</b>        | <b>Minimum amount of cover or minimum limit of indemnity</b> |
|---|--|
| 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:

|                              |  |
|------------------------------|--|
| <b>AAIA</b>                  | means approved asbestos inspection authority.  |
| <b>ACM</b>                   | means asbestos containing materials.   |
| <b>AL</b>                    | 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.   |
| <b>Ambient Air</b>           | 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.   |
| <b>Compliance Monitoring</b> | 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. |
| <b>OEL</b>                   | means occupational exposure limit.   |
| <b>Parallel Measurements</b> | means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.  |
| <b>Safe Levels</b>           | 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.   |
| <b>Standard</b>              | means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.  |
| <b>SANAS</b>                 | means the South African National Accreditation System.   |
| <b>TWA</b>                   | means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.  |

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety

Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)<sup>4</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

|         |  |  |
|---------|--|--|
| 10.1    | The <i>Contractor</i> is (Name):   | [•]  |
|         | Address  | [•]  |
|         | Tel No.  | [•]  |
|         | Fax No.  | [•]  |
|         | E-mail address   | [•]  |
| 63.2    | The percentage for overheads and profit added to the Defined Cost for people is  | [•]%   |
| 63.2    | The percentage for overheads and profit added to other Defined Cost is   | [•]%   |
| 11.2(4) | The Price List is in   | <b>the document called 'Price List' in Part 2 of this contract.</b>    |
| 11.2(4) | The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]: | <b>R[•]<br/>excluding VAT<br/>[in words]<br/>[•]<br/>excluding VAT</b> |
| 11.2(4) | The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]: | <b>R[•]<br/>excluding VAT<br/>[in words]<br/>[•]<br/>excluding VAT</b> |

<sup>4</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://www.ecs.co.za).

## C2 Pricing Data

### C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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

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

## C2.2 Price List

### Part 1

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

| Description                    | Qty | Unit Price | Total |
|--------------------------------|-----|------------|-------|
| Rental Amount for Property     | 12  |            |       |
| Municipal Fees                 | 12  |            |       |
| Prepaid Electricity            | 12  |            |       |
| Armed Response Security System | 12  |            |       |
| Garden Maintenance             | 12  |            |       |
| Provision of Furnishing        | 12  |            |       |

Total of the Prices for Part 1



## C3: Scope of Work

### C3.1 Service Information

This is an all-inclusive 1 year (12 months) contract for the rental of a townhouse in Middelburg, Mpumalanga, to be fully furnished for the Power Station General Manager (PSGM) to live in. This is for a senior manager as accommodation will reflect such and will be in a safe environment.

#### 1. Description of the service

The townhouse will be in a secure estate in a safe area due to safety reasons, with an automated gate and electric fencing. The townhouse will be located in the following address \_\_\_\_\_.

The Estate Agent will charge the rent, as well as the municipal fees to Eskom and the Estate Agent will then pay the Steve Tshwete Local Municipality.

The agent will buy prepaid electricity up to the amount of R1000 per month and charge it to Eskom with the monthly account. Any electricity usage above R1000 must be bought by the PSGM of Hendrina Power Station in his/her personal capacity.

An alarm system will be installed with a reputable security company with armed response – monthly charges to form part of the monthly account.

If there is grass and gardens, the gardening services and maintenance will be managed by the Estate Agent and will also be included in the monthly cost.

The following is the minimum requirements for the townhouse size and furniture & other requirements (comparable to a self-catering unit):

1 x Automated double garage (remote operated)

1 x Kitchen:

Cupboards

Stove

Double sink

Automatic washing machine

|                           |                                |                    |
|---------------------------|--------------------------------|--------------------|
| 4 x dinner plates         | 4 x forks                      | 1 x meat knife     |
| 4 x small plates          | 4 x steak knives               | 2 x dishing spoons |
| 4 x cereal bowls          | 4 x tea spoons                 | 1 x spatula        |
| 4 x coffee mugs           | 4 x table spoons               | 1 x utensil holder |
| 4 x tea cups with saucers | 4 x glasses                    | 1 x bread holder   |
| 1 x microwave             | 1 x kettle                     | 1 x plastic jug    |
| 1 x toaster               | 3 x pots (different sizes)     | 1 x oven pan       |
| 2 x pans (big & small)    | 1 x oven glove & mitten        | 1 x cutting board  |
| 1 x drying rack           | 2 x drying cloths              | 2 x dish cloths    |
| 1 x iron                  | 1 x ironing board              | 1 x dustbin (50l)  |
| All curtains              | 1 x Fridge/Freezer combination |                    |

1 x Dining area

1 x dining table with seating spaces for 4 people, with 4 chairs

4 x placemats

1 x Sitting Room

Space for at least 6 people – couches should match:

- 1 x one seater couch
- 1 x two seater couch
- 1 x three seater couch

1 x coffee table

1 x TV stand

1 x Smart TV (no decoders etc., the GM must provide this him-/herself)

2 x Bathrooms

Between the 2 bathrooms, there must be:

- 2 x toilets
- 1 x bath
- 1 x shower

|                    |                    |   |
|--------------------|--------------------|---|
| 4 x bath sheets    | 4 x hand towel     | 2 x bath mats (1 by shower & 1 by bath) |
| 4 x bath towels    | 4 x face cloths    | 2 x toilet mats                         |
| 1 x laundry basket | 2 x small dustbins | 2 x toilet brushes                      |
| All curtains       |                    |   |

2 x Bedrooms:

Bedroom 1:

1 x double bed with its base & mattress, headboard and 2 side cupboards

Double cupboard for clothing (shelves & hanging space)

All bedding/linen to be part of matching sets

|                                      |                                 |                            |
|--------------------------------------|---------------------------------|----------------------------|
| 2 x double base covers (if required) | 2 x double duvet/comforter sets | 2 x continental pillows    |
| 2 x double mattress covers           | 2 x standard pillows            | 4 x standard pillow covers |
| 4 x continental pillow covers        | 2 x double winter blankets      | 2 x bed lamps              |
| All curtains                         |                                 |                            |

Bedroom 2:

2 x single beds with its bases and mattresses, a headboard and one side cupboard for each.

Double cupboard (shelves & hanging space for 2 persons)

All bedding/linen to be part of matching sets

|                                      |                                 |                            |
|--------------------------------------|---------------------------------|----------------------------|
| 4 x single base covers (if required) | 4 x single duvet/comforter sets | 2 x continental pillows    |
| 4 x single mattress covers           | 2 x standard pillows            | 4 x standard pillow covers |
| 4 x continental pillow covers        | 2 x single winter blankets      | 2 x bed lamps              |
| All curtains                         |                                 |                            |

General:

|                        |                    |                     |
|------------------------|--------------------|---------------------|
| 2 x 5m extension cords | 2 x multiplugs     | 1 x fan             |
| 2 x oil heater         | 1 x vacuum cleaner | 1 x mop with bucket |
| 1 x broom              |                    |                     |

The house furnishing must be aesthetically pleasing and generally matching the whole look of the townhouse. Colors utilized for curtains, bedding, linen, towels and any décor in general should be neutral i.e. white, beige, grey etc.

### 3. Specifications

The Contractor/Supplier will comply with all Eskom, Hendrina Power Station Safety, Health, Environment and Quality requirements. Requirements a communicated.

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.  
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

#### 3.1 Meetings

Monthly statutory meetings are not required, but upon request, both parties will make themselves available

#### 3.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

#### 3.3 Invoicing and payment

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

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

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

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

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

### 3.6 BBBEE and preferencing scheme

The Contractor/Supplier shall for the duration of this contract keep the level of BBBEE at the time of contract award or higher.

## 4. Requirements for the plan

When the contract is awarded and signed, the Contractor/Supplier will open the townhouse allocated for inspection at least 2 weeks before the contract start date and have the house completely ready 1 week before the contract start date (move-in date of PSGM).

## 5. Services and other things provided by the *Employer*

The service will not be provided on Hendrina Power Station, and as such no provisions other than payment for services will be made.

## 6. Property affected by the *service*

The address of the affected property for the contract:

---

---

---

---

---

**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**

To: [●].....  
..... (Contractor)

(for *Employer*)

(for Contractor)

(for *Employer*)