



NEC3 Term Service Contract (TSC3)

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

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

for **Provision for pest control services for a period of 60 months**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Pest control services at Hendrina Power Station for a Period of 60 months

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 or C	The offered total of the Prices exclusive of VAT is	R [●]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature		
Name		
Capacity		
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with price list
		C Target contract with price list
		E: Cost reimbursable contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X3: Multiple currencies
		X4: Parent company guarantee
		X12: The Partnering Option
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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	
	Fax No	
10 1	The <i>Service Manager</i> is (name)	Eunice Thulo
	Address	Hendrina Power Station
	Tel	013 296 3660
	Fax	N/A
	e-mail	Eunice. Thulo @eskom.co.za
11 2(2)	The Affected Property is	Hendrina Power Station
11 2(13)	The <i>service</i> is	Pest Control Services for Hendrina Power Station For a Period of 60 months
11 2(14)	The following matters will be included in the Risk Register	Unprotected Strikes
11 2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12 2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13 1	The <i>language of this contract</i> is	English
13 3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21 1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the purchase order
3	Time	
30 1	The <i>starting date</i> is	
30 1	The <i>service period</i> is	60 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50 1	The <i>assessment interval</i> is	between the 25 day of each successive month.
51 1	The <i>currency of this contract</i> is the	South African Rand

51 2	The period within which payments are made is	30 days as per Eskom Finance Procedure.
51 4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80 1	These are additional <i>Employer's</i> risks	<p>1. [●]</p> <p>2. [●]</p> <p>3. [●]</p>
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20 5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	
C	Target contract with price list	

20 4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	weeks.	
50 6	The <i>exchange rates</i> are those published in	[•] on [•] (date)	
53 1	The <i>Contractor's</i> share percentages and the share ranges are	share range	Contractor's share %-age
		less than [•] %	[•]%
		from [•]% to [•]%	[•]%
		from [•]% to [•]%	[•]%
		greater than [•]%	[•]%
53 3	The <i>Contractor's</i> share is assessed on (dates)	[•]	
E	Cost reimbursable contract		
20 4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	weeks /months	
	The <i>exchange rates</i> are those published in	[•] on [•] (date)	
11	Data for Option W1		
W1 1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
	Address	[•]	
	Tel No	[•]	
	Fax No	[•]	
	e-mail	[•]	
W1 2(3)	The <i>Adjudicator nominating body</i> is	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.	
W1 4(2)	The <i>tribunal</i> is	arbitration	
W1 4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.	
	The place where arbitration is to be held is	[•] South Africa	
	The person or organisation who will choose an arbitrator		

- if the Parties cannot agree a choice or
 - if the arbitration procedure does not state who selects an arbitrator, is
- the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		

X2 Changes in the law There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.

X3 Multiple currencies

X3 1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
		[•]		
		[•]		
		[•]		
		[•]		

X3.1 The *exchange rates* are those published in [•] on [•] (date)

The items & activities will be paid in the other currency

- to a foreign Bank account nominated by the Contractor
- to a valid SARB approved CFC account in South Africa
- in accordance with an alternative payment method agreed with the *Employer* before the Contract Date.

(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)

X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X12	Partnering	
X12 1(1)	The <i>Client</i> is (Name)	[•]
	Address	[•]
	Contact details	[•]
	Telephone	[•]
	Fax	[•]
	e-mail	[•]
X12 1(4)	The Partnering Information is in	Part 3 Scope of Work, section C3.[•]
X12 2(1)	The <i>Client's objective</i> is	[•]
X13	Performance bond	
X13 1	The amount of the performance bond is	R [•]
X17	Low service damages	
	KPI 1 Equipment availability and reliability	
	1 1 Equipment required to execute the scope of work must always be available and reliable	
	1 2 Response time to emergency request its 1 hour after receiving a call from the Employer	
	1 3 Use of defective tools and expired pesticides when fumigating, all tools to be suitable for use and no expired materials should be used	
	1 4 Use of Chemicals/Pesticides only registered and Environmental friendly chemicals shall be used on Eskom premises refer to NEC	
X17.1	The <i>service level table</i> is in	Part 3: scope of work.
X18	Limitation of liability	
X18 1	The <i>Contractor's liability</i> to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's liability</i> to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's liability</i> for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and

X18 4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<ul style="list-style-type: none"> 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
		the total of the Prices other than for the additional excluded matters.
		The <i>Contractor's</i> total liability for the additional excluded matters is not limited.
		The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for
		<ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18 5	The <i>end of liability date</i> is	60 months after the end of the <i>service period</i> .
X19	Task Order	
X19 5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20 1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [•] to this Contract Data
X20 2	A report of performance against each Key Performance Indicator is provided at intervals of	[•] months
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1 1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i>	
Z1 2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry	
Z2	Joint ventures	

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

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

- Z3 1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change
- Z3 2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*
- Z3 3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service
- Z3 4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93

Z4 Confidentiality

- Z4 1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25 1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient
- Z4 2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*
- Z4 3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed
- Z4 4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z4 5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6 1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service* Without limitation the *Contractor*
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property,
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*, and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing
- Z6 2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing

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

- Z7 1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51 1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate
- Z7 2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice Interest due by the *Employer* in terms of core clause 51 2 is then calculated from the delayed date by when payment is to be made
- Z7 3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment

Z8 Notifying compensation events

-
- Z8 1 Delete the last paragraph of core clause 61 3 and replace with

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

Z9 Employer's limitation of liability

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

Z9 2 The *Contractor's* entitlement under the indemnity in 82 1 is provided for in 60 1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19 11 if Option X19 Task Order applies to this contract

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

Z10 1 or had a business rescue order granted against it

Z11 Ethics

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

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

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

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

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action

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

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

Z11 3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92 1 and 92 2

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

Z12 Insurance

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

Insurance cover 83

- 83 1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force

- 83 2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

86 1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

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

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

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

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority
ACM	means asbestos containing materials
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles
OEL	means occupational exposure limit
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles
Standard	means the <i>Employer's Asbestos Standard 32-303 Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles</i>
SANAS	means the South African National Accreditation System
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA

Z14 1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations") The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM

Z14 2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14 1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14 3 The *Employer* manages asbestos and ACM according to the Standard

- Z14 4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe
- Z14 5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable
- Z14 6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001
- Z14 7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in .

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R
C	Target contract with price list
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the price list

Items	Pest	Unit	QTY	Monthly	Rate	Amount
	BILL ONE					
	Preliminary and General Expenses					
1	Site Establishment (once off)	Sum	1			
2	Site De-establishment (once off)	Sum	1			
3	Safety requirements (safety file, coid, police clearance)	Sum	1			
3.1	PPE	Yearly	5			
3.2	Safety officer (as and when required)	Hourly	2500			
3.3	Medicals (pre, during and exit)	Yearly	6			
4	Transport (Employee/ Equipment transport/ moving chemicals 4x4 double cab) per call	Daily	1	3600		
	BILL TWO					
	FUMIGATION SERVICES					
	Office fumigation for insect ,Fumigation of insects in Eskom properties (as and when required),Fumigation of insects in Workshop in the station,Fumigation of insects inside the plant.Do it Monthly					
	ACCESS CONTROL BUILDING (North Security gate)					
5	10 Offices	m2	68	60		
6	1 kitchen	m2	2.8	60		
7	2 change rooms	m2	26.98	60		
8	1 female and 1 male ablution	m2	37.2	60		
9	Waiting room	m2	23	60		
10	Reception area	m2	56	60		
11	Control room	m2	14	60		
12	1 Ablution block with 1 female and 1 male toilet	m2	21	60		
13	Open space 1	m2	42	60		

14	Open space 2	m2	21	60		
15	Open space 3	m2	21	60		
16	Passage	m2	34.5	60		
	GIGAWATT (PINK) BUILDING					
17	6 Classrooms	m2	460	60		
18	50 Offices	m2	600	60		
19	5 Open plan offices	m2	1500	60		
20	1 Courtyard	m2	360	60		
21	14 Storerooms	m2	168	60		
22	4 Boardrooms	m2	162	60		
23	2 Tearooms	m2	72	60		
24	1 Kitchen	m2	18	60		
25	1 Computer Workshop	m2	17	60		
26	1 Xerox and 1 Data room	m2	19	60		
27	3 Male and 2 Female Ablutions	m2	77.4	60		
28	1 Auditorium	m2	240	60		
29	1 patio	m2	54	60		
30	1 Reception and two waiting areas	m2	60	60		
	MAINTENANCE TRAINING CENTRE					
31	4 Workshops	m2	604.8	60		
32	5 Classrooms	m2	483.2	60		
33	1 boardroom	m2	49.77	60		
34	Storerooms	m2	28	60		
35	Dining room	m2	96	60		
36	Kitchen	m2	10.15	60		
37	Computer and archive rooms	m2	14.4	60		
38	Passage	m2	46	60		
39	9 Offices	m2	210.6	60		
40	2 Male and 2 Female ablutions	m2	10.88	60		
	SAFETY MANAGEMENT OFFICES (ISLAND BUILDING)					
41	3 Open plan offices	m2	260	60		
42	1 Kitchen	m2	8.84	60		

43	1 Storeroom	m2	28	60		
44	1 Male and 1 female Ablution	m2	12.88	60		
	ENGINEERING OFFICES					
45	9 offices	m2	177.66	60		
46	68 Seater open plan offices	m2	521	60		
47	3 boardrooms	m2	115.2	60		
48	1 Male and 1 Female ablution	m2	48	60		
49	1 Kitchen	m2	5.25	60		
50	4 Open plan offices	m2	64	60		
51	1 kitchen	m2	8.4	60		
52	2 Female and 2 Male Ablution	m2	25	60		
53	1 Boardroom	m2	38.4	60		
54	2 Documentation centres	m2	28	60		
55	Standard Offices at Outage and design and specs	m2	32	60		
	UMCEBO boardrooms					
56	Kitchen and reception area	m2	11.04	60		
57	2 boardrooms	m2	27.36	60		
58	1 male and female toilets	m2	38.4	60		
	BLUE BUILDING Ground Floor					
59	6 Offices	m2	67.2	60		
60	1 Boardroom	m2	20.4	60		
61	1 Laboratory	m2	50.4	60		
62	2 Kitchen	m2	13.02	60		
63	1 Male and 1 Female ablution	m2	18.3	60		
	1st Floor					
64	10 Offices	m2	112	60		
65	2 Open space offices	m2	264	60		
66	1 Boardroom	m2	21.6	60		
67	3 Ablution	m2	27	60		
68	1 Kitchen	m2	9.3	60		
	2nd Floor					
69	8 Offices	m2	112	60		

70	1 Kitchen	m2	9	60		
71	2 Toilets	m2	13	60		
72	1 Boardroom	m2	12.6	60		
73	Passage	m2	23	60		
74	1 Coal Laboratory	m2	55.5	60		
75	Switch Operating room	m2	7.4	60		
	3rd Floor					
76	9 Offices	m2	100.8	60		
77	Switch Operating room	m2	39	60		
78	2 Electrical equipment room	m2	16	60		
79	2 Kitchen	m2	26	60		
80	2 Female and 2 Male ablutions	m2	36.6	60		
	COAL LABORATORY					
81	5 Offices	m2	62	60		
82	Kitchten	m2	20	60		
	Blue Building Laboratory					
83	Lab	m2	140	60		
84	5 Offices	m2	101	60		
85	Kitchten	m2	63	60		
86	Dining	m2	24	60		
	MEDICAL CENTRE					
87	Reception	m2	20	60		
88	1 Gym	m2	49	60		
89	1 Male and 2 female Ablution	m2	18.5	60		
90	11 Offices	m2	207	60		
91	Emergency Room	m2	80	60		
92	Passage	m2	80	60		
93	1 Kitchen	m2	18	60		
94	Pharmacy	m2	14.4	60		
	WELDING AND FABRICATION WORKSHOP					
95	3 Store Rooms	m2	39	60		

96	Open plan office	m2	30	60		
97	4 Workshops	m2	120	60		
	MAINTENANCE OFFICES					
98	16 Offices	m2	396	60		
99	2 boardroom	m2	42.3	60		
100	5 open plan offices	m2	560	60		
101	1 Kitchen	m2	11.2	60		
102	1 Male & 1 Female Ablution	m2	27.3	60		
	KRAAINES ABLUTIONS					
103	Set of ablution facility	m2	35	60		
	MMD DINING HALL					
104	Open plan hall	m2	96	60		
	OUTAGE AND COAL MANAGEMENT (Boiler and Turbine engineering)					
105	30 Offices	m2	450	60		
106	3 Stores	m2	108	60		
107	1 Male and 1 Female ablution	m2	19	60		
108	1 kitchen	m2	18	60		
	EMD WORKSHOP					
109	6 Offices	m2	113.4	60		
110	1 Workshop	m2	435	60		
111	Tea room	m2	43.5	60		
112	1 Male ablution/change room & 1 Female Ablution	m2	26	60		
	WATER TREATMENT PLANT OFFICES					
113	2 Offices	m2	32	60		

114	Equipment Room	m2	14	60		
115	Analyser room	m2	10	60		
116	Control Room	m2	12	60		
117	Laboratory	m2	85.5	60		
118	Locker room	m2	10	60		
119	1 Male & 1 Female Ablution	m2	18.1	60		
	Car Wash					
120	1 Kitchen	m2	21.46	60		
121	Open Plan/Reception	m2	35.31	60		
122	Offices	m2	17.68	60		
123	1 Male & 1 Female Ablution	m2	44.22	60		
	South Gate					
124	Gaiard room	m2	9	60		
125	Office	m2	20	60		
	Tech and OPS					
126	7 Office	m2	103.4	60		
127	Kitchen	m2	6.4	60		
128	2 Bathroom	m2	24	60		
129	Store room	m2	403	60		
130	Passage	m2	16	60		
131	Toilet	m2	6.48	60		
132	Workshop	m2	231.5	60		
	PTM					
133	9 Offices	m2	122	60		
134	2 Bathroom	m2	12	60		
135	kitchen	m2	9	60		
	Project					
136	12 Offices	m2	171	60		
137	2 Bathroom	m2	8	60		
138	kitchen	m2	12	60		

	Ash Dam					
139	2 Offices	m2	138.6	60		
140	Bathroom	m2	22.3	60		
141	Parkhome	m2	62	60		
	7 Year Dam					
142	Building	m2	25	60		
	Sewage plant					
143	2 Offices	m2	21	60		
144	2 Bathroom	m2	10	60		
145	Pump House	m2	5	60		
	Cynthia Murphy Hall					
146	Hall	m2	192	60		
147	2 Passage	m2	24	60		
148	kitchen	m2	96	60		
149	Bathroom	m2	24	60		
150	Room	m2	20	60		
151	Stage	m2	36	60		
152	Front door	m2	16	60		
	Fire Deparment					
153	6 Offices	m2	18	60		
154	2 Toilet	m2	6	60		
155	Passage	m2	16	60		
	Shooting Range					
156	Medical lase	m2	20	60		
157	kitchen	m2	9	60		
158	2 Bathroom	m2	8	60		
159	Offices	m2	20	60		
	Land fill site					
160	2 Offices	m2	12	60		
161	Storage	m2	4	60		

162	2 Bathroom	m2	10	60		
	Stores/Procument					
163	18 Offices	m2	369.21	60		
164	2 kitchen	m2	26.4	60		
165	4 Open space	m2	2427	60		
166	2 Passage	m2	40	60		
167	Bathroom	m2	66	60		
	Pullenshope Properties					
168	7 Four Bedroom Houses	m2	114.31	60		
169	120 Three Bedroom Houses	m2	13546.8	60		
170	3 Bedroom flats(3 bedroom)	m2	208.35	60		
171	25 Bedroom flats (2 bedroom)	m2	1921	60		
	OHSD					
172	4 Offices	m2	105	60		
173	kitchen	m2	6.2	60		
174	2 Toilet	m2	22.2	60		
	CW Pump North and South					
175	North Pump	m2	550	60		
176	South Pump	m2	550	60		
	Probuy office block 1 & 2					
177	4 Open plan offices	m2	32	60		
178	2 kitchen	m2	16.8	60		
179	2 Toilet	m2	25	60		
180	Passage	m2	58	60		
	Njabula building					
181	kitchen	m2	3.4	60		
182	Store room	m2	36	60		
183	2 Toilet	m2	25	60		
184	MMD Workshop	m2	1848	60		

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3 1	<i>Employer's Service Information</i>	
C3 2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

Table Of Contents

Part 3: Scope of Work	1
C3.1: Employer's service Information	2
1 Description of the service	4
1 1 Executive overview	4
1 2 <i>Employer's</i> requirements for the <i>service</i>	4
1 3 Interpretation and terminology	6
2 Management strategy and start up	7
2 1 The <i>Contractor's</i> plan for the <i>service</i>	7
2 2 Management meetings	7
2 3 <i>Contractor's</i> management, supervision and key people	7
2 4 Provision of bonds and guarantees	8
2 5 Documentation control	8
2 6 Invoicing and payment	8
2 7 Contract change management	9
2 8 Records of Defined Cost to be kept by the <i>Contractor</i>	9
2 9 Insurance provided by the <i>Employer</i>	9
2 10 Training workshops and technology transfer	9
2 11 Design and supply of Equipment	9
2 12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	10
2 12 1 Equipment	10
2 12 2 Information and other things	10
2 13 Management of work done by Task Order	10
3 Health and safety, the environment and quality assurance	11
3 1 Health and safety risk management	11
3 2 Environmental constraints and management	11
3 3 Quality assurance requirements	11
4 Procurement	12
4 1 People	12
4 1 1 Minimum requirements of people employed	12
4 1 2 BBBEE and preferencing scheme	12
4 1 3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	12
4 2 Subcontracting	12
4 2 1 Preferred subcontractors	12
4 2 2 Subcontract documentation, and assessment of subcontract tenders	12

4 2 3	Limitations on subcontracting	13
4 2 4	Attendance on subcontractors	13
4 3	Plant and Materials	13
4 3 1	Specifications	13
4 3 2	Correction of defects	13
4 3 3	<i>Contractor's</i> procurement of Plant and Materials	13
4 3 4	Tests and inspections before delivery	13
4 3 5	Plant & Materials provided "free issue" by the <i>Employer</i>	14
4 3 6	Cataloguing requirements by the <i>Contractor</i>	14
none	14	
5	Working on the Affected Property	15
5 1	<i>Employer's</i> site entry and security control, permits, and site regulations	15
5 2	People restrictions, hours of work, conduct and records	15
5 3	Health and safety facilities on the Affected Property	15
5 4	Environmental controls, fauna & flora	15
5 5	Cooperating with and obtaining acceptance of Others	16
5 6	Records of <i>Contractor's</i> Equipment	16
5 7	Equipment provided by the <i>Employer</i>	16
5 8	Site services and facilities	16
5 8 1	Provided by the <i>Employer</i>	16
5 8 2	Provided by the <i>Contractor</i>	16
5 9	Control of noise, dust, water and waste	16
5 10	Hook ups to existing works	16
5 11	Tests and inspections	17
5 11 1	Description of tests and inspections	17
5 11 2	Materials facilities and samples for tests and inspections	17
6	List of drawings	18
6 1	Drawings issued by the <i>Employer</i>	18

1 Description of the service

1.1 Executive overview

The Scope of Work (SOW) specifies the required services to be rendered by the Supplier for a period of 60 months and the conditions for the acceptance of such a contract. The scope herein does not substitute procurement procedures that will be followed in the procurement process.

Eskom Hendrina Power Station offices for Eskom employees and contractors including temporary structures (Park home), plant workshops for both contractors and Eskom permanent employees responsible for maintaining and operating the plant. Eskom has the responsibility to ensure that safety measures are implemented by both employees and contractors. Due to the location the power station has different species e.g. wasps, bees, birds, bats, cats etc. Eskom as the custodian of the Plant and property is required to ensure safety of its employees and contractors by managing pest posing a risk to operation to achieve zero harm.

Eskom Hendrina Power Station requires services for fumigation, catching, transporting, relocating and safe release of live wasps, bees, birds, bats, cats etc that are posing risk to employees, contractors and to operation.

1.2 Employer's requirements for the service

Catch, transport, Fumigate, relocate and where required, safely release and/or rehabilitate living pests from all Hendrina power station operational sites including the coal stockyard, ash disposal facility.

Problematic pests

- Cats
- Any kind of wasp
- Bees
- Birds
- Owls
- Bats
- Pigeons
- Cockroaches
- Flies
- Ants
- Mosquitoes
- Spiders
- Mice
- And any other problematic pests

The specifications intend to explain what the Contractors responsibility will be regarding the different tasks that he/she has to perform and the most suitable method to adopt in doing so. The contractor should have at least four employees on site as and when required, also, to attend to callout during emergency calls outside normal working hours.

The scope includes the provision of the following services

- Provide a comprehensive integrated Pest Control service on as and when required basis from control and including maintenance perspective, which the main objective will be to

provide Eskom Hendrina Power Station and surroundings free of any pest control challenges for a period of 60 months

- Ensure that all sites and affected properties remain pest free environment
- Provide general pest control and fumigation services but not limited to ants, cockroaches, flies, rodents, bats, mosquitos, mice, any kind of wasp etc
- The contractor shall ensure that all insects are destroyed especially where a defect or a call out is made, or where a tread is noticed in a working area
- The expectation is that there should be no insects noticed after fumigation if correct dosages are used for at least 21 days
- Should there be infestation noticed within 21 days of fumigation the supplier shall do a follow up treatment at no cost to Eskom
- Install bait boxes and provide maintenance on Eskom Hendrina Power Station Buildings for interior and exterior
- Maintain and provide regular reports on work done and any supplies
- Attending all audits, meetings and inspections requested by Eskom on as and when required
- The contractor shall furnish all supervision, management, labour materials and equipment necessary to accomplish the monitoring, trapping, pesticide application and pest removal components of the integrated pest management programme
- The contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in-pest prevention
- During summer bees are seen in most parts of the station including golf course, ash dams, and gardens Bees must be relocated not extinguished. Proof of destination of bees is important However, if there is difficulty of accessing bees or when the nest is too small, bees may be extinguished with the approval of the employer (Eskom)
- When the station is having too many cats, contractor will be required to minimise them by injecting them with tranquiliser and taking them to the nearest SPCSA The cat trapper is available from Employer
- If Eskom experience a dog present in the station, contractor will be called to remove the dog at their own plan or method The dog will be taken to SPCSA by Contractor and submit proof to the employer
- Trapping of pigeons and bats forms part of the scope, the contractor shall ensure that all traps are safely packed at scrap yard after use
- Install and maintain fly catcher, count, and estimate number flies inside electronic fly catcher monthly
- Maintain availability of red top manual fly catchers
- Removal and transportation of Carcasses and the Incineration shall be done in accordance with National Environmental Management Act (NEMA) proof must be submitted within 48 hours of Incineration
- It is the duty of the service provider to ensure that cage inspection is done monthly and maintained, where defect has been identified the Service Provider shall repair

Destroying Of Rodents/Rats

- As a rule, rodent control inside and outside the buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and be in protected areas to avoid being affected by routine cleaning and other operations The service provider shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner at landfill site
- All bait boxes shall be maintained in accordance with relevant regulations, with an emphasis on safety

The service provider shall adhere to the following points:

- The lids of all bait boxes shall be securely locked or fastened shut

- All bait boxes shall be securely attached or anchored to floor, ground wall, or other immovable surfaces, so that the box cannot be picked up or moved
- Bait boxes should not be placed in runways or entryways
- All bait boxes shall be labelled on the inside with the Contractor business name, address and dated by the service provider's technician at the time of installation and latest servicing

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information

Abbreviation	Meaning given to the abbreviation
SHEQ	Outside battery limits
SOW	Scope of Work
TES	Technica Evaluation Strategy
BOQ	Bill of Quantities
PCO	Pest Control
SOP	Standard Operating Procedure
DAFF	Department of Agriculture Forestry and Fisheries

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

Attend Kick-Off meeting with the Employer before commencing
Submit all plans and programme for the execution of the SOW within 14 days of Contract Award,

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by
Contract SHEQ Meeting	Monthly	Auditorium	Employer Site Manager SHEQ Officer
Pest Control Management Meetings	Monthly / as scheduled	Support Services	Employer Horticulture Officer Site Manager

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

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

2.3 Contractor’s management, supervision and key people

Management of work will be done by Task Order

Resource Experience

Skilled Personnel/ Supervisor

With the following

Matric certificate

2 years related Pest Control field experience

Computer literacy

Supervisor certificate (6months or more)

PCO Licence (Commercial and Domestic as per Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36, of 1947

Driver’s Licence

Legal Liability

HIRA
Incident Investigation

SHEQ Officer

With the following
2 years related Pest Control field experience
Matric
Diploma in Safety
Legal Liability
HIRA
Incident Investigation
Knowledge of ISO 45001 demonstrated on the CV

General workers

2 employees with Experience of 6 months or more in the related pest control field

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1 3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.5 Documentation control

The *Contractor* keeps accurate and complete book of accounts, records and other evidence relating to the actual costs. These are open to audit. All documentation is kept by the *Contractor* for the period of the contract duration. This information is kept up to date at all times, and to be made available to the *Service Manager* when requested.

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51 1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information

- Name and address of the *Contractor* and the *Service Manager*,
- The contract number and title,
- *Contractor's* VAT registration number,
- The *Employer's* VAT registration number 4740101508,
- Description of service provided for each item invoiced based on the Price List,
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT,

- (add other as required)

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

2.7 Contract change management

N/A

2.8 Records of Defined Cost to be kept by the Contractor

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

2.9 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.

2.10 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

2.11 Design and supply of Equipment

On some complex services (e.g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the *Service* efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

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

2.12.1 Equipment

Service Provider to provide storage or office park home

2.12.2 Information and other things

Clause 70 2 requires that information and other things which the <i>Contractor</i> is to provide at the end of the <i>service period</i> be stated in the Service Information

2.13 Management of work done by Task Order

Work will be managed and executed according to a Task Order signed by the Service Manager or Contract Supervisor only. The Contractor submits a Task Order monthly program to the Service Manager or Contract Supervisor within two days of receiving the Task Order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

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 _____ to this Service Information.

3.2 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____.

3.3 Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

4 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.

4.1 People

4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service, for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below.

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 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

4.3.2 Correction of defects

The contractor shall respond to the correction of defects within 24 hours of notification at no cost to the Employer

4.3.3 Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas

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

The Employer shall provide the Contractor with cages for trapping cats
Scaffolding will be provided when necessary, work has to be performed on elevated areas or buildings

4.3.6 Cataloguing requirements by the *Contractor*

none

5 Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the Contractor whilst he is doing work on the Affected Property

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

Each person working for the Contractor or on this contract will be required to produce Police Clearance Certificate, be medically fit, attend Safety Induction and must always be able to present a valid access permit to Hendrina Power Station when entering site or when on site

Alcohol testing will be conducted every time a person enters Eskom site

Access permits will be issued and revaluated from time to time as seen fit by the Protective Services Department All permits must be handed over to the Employer at the end of service or upon termination

Any tools or equipment brought to site or removed from site must be reported to the Protective Services Department using the relevant documentation for the purpose of registering and removing tools and equipment

The Head of Protective Services Department may, with a valid reason remove any of the Contractor employees from site either temporarily or permanently He or she may deny access to the site to any person who may be redeemed a security risk

No unauthorised vehicles will be allowed on site

5.2 People restrictions, hours of work, conduct and records

As And When Required

This work will be based on call outs and the supplier shall always be available on their cell phones to attend to emergencies the turnaround time it's one hour after receiving a call from the employer informing you about the emergency Service provider will render these services on a as and when required basis Routine services shall be provided as mentioned on the NEC

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act This section allows the Employer to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the Employer are located and any other emergency arrangements Do not use if already addressed in 2 3

5.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above

5.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues

- 1) The cross reference from core clause 25 1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property See clause 11 2(9) for the definition of Others
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies

5.6 Records of *Contractor's* Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property

5.7 Equipment provided by the *Employer*

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

This is a mandatory cross reference from clause 25 2 in TSC3 State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property Give hook up locations and any constraints on how the hook up is to be done Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service

5.8.2 Provided by the *Contractor*

The *Contractor* to bring parkhome storage or offices which meet the requirements of the storage of both equipment and chemicals

5.9 Control of noise, dust, water and waste

State requirements, if any

5.10 Hook ups to existing works

Safety Harness to be used when working at heights

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others
[40 1]

5.11.2 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

