



## NEC3 Term Service Contract (TSC3)

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

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

**for Coal Conveyor Cleaning at Hendrina Power Station**

<b>Contents:</b>	<b>No of pages</b>
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**CONTRACT No. [Insert at award stage]**

## PART C1: AGREEMENTS & CONTRACT DATA

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

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## 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:

### Reclaim Coal Conveyor Maintenance at Hendrina Power Station

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

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

Option A	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R
	(in words)	

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

Signature(s)

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

Capacity \_\_\_\_\_

**For the  
tenderer:**

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

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

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

\_\_\_\_\_

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

\_\_\_\_\_

Date \_\_\_\_\_


\_\_\_\_\_

## C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 800 6131</b>
	Fax No.	<b>086 258 3581</b>
10.1	The <i>Service Manager</i> is (name):	<b>Karien Smith</b>
	Address	<b>Hendrina Power Station Impala Road PULLENSHOPE 1096</b>
	Tel	<b>013 296 3871</b>
	e-mail	<b>smithac@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Hendrina Power Station Impala Road PULLENSHOPE</b>
11.2(13)	The <i>service</i> is	<b>Coal Conveyor Cleaning at Hendrina Power</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

		Station
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>01 November 2022</b>
30.1	The <i>service period</i> is	<b>36 Months</b>
<b>4</b>	<b>Testing and defects</b>	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
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25th day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks.</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in</p>

		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.
6	<b>Compensation events</b>	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	<b>Use of Equipment Plant and Materials</b>	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	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. [●] 2. [●] 3. [●]
9	<b>Termination</b>	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	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	3 months
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	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	of the Association of Arbitrators (Southern



	state who selects an arbitrator, is	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.		
X19	Task Order			
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order		
Z	The <i>additional conditions of contract</i> are		Z1 to Z14 always apply.	

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

been given to the *Contractor* in writing.

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

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

**Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

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

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

**Z8 Notifying compensation events**

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:
- If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

**Z9 Employer's limitation of liability**

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

**Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet**

**point, after the words "against it":**

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

## **Z11 Ethics**

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

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	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	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> 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** 86

**Employer**

86.1 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:

**AAIA** 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.



## 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)<sup>3</sup> 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:	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

2      Name:  
Job  
Responsibilities:  
Qualifications:  
Experience:

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

A	Priced contract with price list		
11.2(12)	The <i>price list</i> is in _____		
11.2(19)	The tendered total of the Prices is	R	_____

**PART 2: PRICING DATA**  
**TSC3 Option A**

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	PPE	Ea	3		
2	Medicals	Ea	3		
3	Tools & Equipment	Ea	6		
4	Rigging Equipment testing	Ea	3		
5	Labour - Supervisor	Monthly	36		
7	Labour - SHE officer	Monthly	36		
8	Labour - Administration officer	Monthly	36		
14	Labour - General Workers	Monthly	648		
15	Transport	Monthly	36		
16	Standby Allowance	Monthly	36		
17	Overtime Allowance	Monthly	36		
18	Training	Ea	3		

The total of the Prices



## C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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## 1 Description of the service

### 2 Executive overview

The works is coal conveyor cleaning as defined in the scope of work and relevant supervision, Plant and Materials and labour required for the day-to-day cleaning of the overland and reclaim coal conveyor system of the Employer at Hendrina Power Station. The system consists of transfer houses, substations, weigh bridges, weigh bin and 10 conveyor belts of varying lengths, viz:

- Conveyors 4A & 4B (740m)
- Conveyors 5A & 5B (88m)
- Conveyors 6A & 6B (204m)
- Conveyors 7A & 7B (920m)
- Conveyor 17 (310m)
- Conveyor 18 (340m)
- Weigh bin
- Weighbridge
- 

The conveyor system starts at belt numbers 4A and 4B at Hendrina Power Station fence, running in parallel through to the 2 tripper cars (7A and 7B) at the top of staithes 1, 2, 3 and 4 at the Employer's plant at Hendrina Power Station. Conveyor 17 to 18 running from the stockpile and the weigh bridge as illustrated on drawing No: 0.15/577(Coal Handling Plant Diagrammatic Layout).

The Contractor provides the complete resource requirement to sustain continued operations of the conveyor system in such a manner to provide coal to Hendrina Power Station at a continuous rate and in conjunction with the tonnage scheduled for each month, so as not to constrain any operation of the Employer.

### 3 Employer's requirements for the service

## Scope of Work FOR COAL CONVEYORS CLEANING AT HENDRINA POWER STATION

### General Cleaning

The *Contractor*:

- cleans all drive houses, and the entire conveyor belt servitude starting at belt no. 4A & 4B up to 7A & 7B, 17, 18, up to the end of the belts at the top of the coal staithes and the discharge from the top of the staithes.
- conducts daily coal spillage inspections.
- cleans on an ongoing basis.

### **Drive houses/transfer houses**

During operation, when coal is conveyed from one conveyor system to another system, coal dust settles on all structures inside the building.

The *Contractor* cleans all these structures.

### **Conveyor belts**

The *Contractor* on a daily basis complies to the Employer's requirements regarding good housekeeping practices and regulatory requirements (refer to operating coal plant manual – NLRD 114456)

Cleaning under any conveyor belt, while in operation is not permitted.

The *Contractor* cleans the following:

Ensure cleaning and housekeeping of office areas, workshops, ablution facilities and weighbridge building

### Pulleys

- cleans any build-up that might occur between belt and pulley.

#### Conveyor Structure

- cleans the structure of any coal build-up as a result of spillages.

#### Gearboxes

- cleans gearboxes of any coal build-up that might occur.
- ensures that the oil fill port cover is in place before cleaning commences.

#### Scrapers and Chutes

- cleans all scrapers and chutes daily of any coal build-up.

#### Coal staithes and tripper cars

on a daily basis:

- cleans all tripper cars, surrounding areas and rails
- cleans and removes foreign objects on top of grizzly bars.
- cleans all walkways next to bunkers
- cleans ground level spillages caused by over-filling and returns uncontaminated coal to the staithes via the stockpile reclaiming facility. Contaminated material is transported to the allocated dumpsite, which the *Employer* will indicate to the *Contractor*.

#### Ploughs

- cleans and maintains all ploughs on belt 18.

The contractor to supply all manpower, supervision, personal protective equipment , tools, equipment ,and consumable materials (excluding environmental wastage drums).

The Cleaning Contractor to perform all works to Hendrina Power Station's requirements within the terms of the contract and in accordance with the General Site requirements regarding controlled access, storage of materials, safe working practices and progress programming and measurements.

The Cleaning Contractor to co-operate with the employer's other contractors on site and immediately report any potential of conflict for resolution by the Employer's Project Manager whose decision is final.

The Cleaning Contractor provides reasonable access to other contractors to execute works carried out on the other contracts.

The Contractor shall supply, if so required, appropriate storage facilities for cleaning equipment. On site workshops shall also be supplied by the cleaning contractor

Cleaning equipment used for cleaning purposes and safety equipment to be maintained in good order and conform to statutory requirements.

The objective of the Cleaning Contract is to achieve and maintain a clean plant.

Eskom may at any time amend, alter or vary the scope and extend the services and the Contractor shall be obliged to execute such amendments

Should any such modification or variation occur, then such modification must be confirmed in writing by Eskom, and the proposed contract amended accordingly before payment will be affected.

#### Cleaning Philosophy

Mechanical cleaning methods should be utilized wherever possible and be cost effective.

Restricted areas, because of the dangers attached and regulatory requirements will be cleaned under supervision of authorized persons only.

Notwithstanding the following philosophies, the Contractor is encouraged to propose improved methods over and above the indicated equipment philosophies.

Cleaning plant and equipment must be highly reliable and robust. As part of this philosophy the following types of equipment will be taken into consideration

- All floors, where accessible, is swept with brooms.
- Dirt manually cleaned from inaccessible areas and swept/shovelled into the will be removed by the bobcat.

#### Consumables

The Contractor to supply all cleaning equipment, which must be listed in the Method statement to be

- Shovels, brooms, squeegees, scrappers, feather dusters
- Wheelbarrows
- PPE including approved safety harnesses, reflector vests, etc.
- Lights
- Two way radios and charger

The Cleaning Contractor commits himself/herself to participate in all relevant site audits and housekeeping schedules,

Cleaning staff shall at all times be presentable and conduct themselves in accordance with Hendrina Power Station's requirements.

The works and method of cleaning includes the following.

1. Maintain a daily check sheet of all equipment
2. Cleaning of Coal Plant
  - Provide the service on a 24 hour basis ,7 days a week including public holidays
  - Clean all walkways and in between the conveyor belts.
  - Clean the pits of the tension weight for conveyor 17 and 18
  - Clean coal under incline conveyors 7A & B including tables, bend pulley, discharge chutes
  - Clean the tension area of the conveyors.
  - Remove debris from the magnet
  - Clean coal spillages in the tension areas
  - Clean all the sumps
  - Dust all the handrails ,walls, lights. stairs ,windows, motors and structures in the coal plant
  - Pick up any refuse and scraps.

## 4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SOW	Scope of Work
ERI BMS	Eskom Rotek Industries Bulk Material Services
OEM	Original Equipment Manufacturer

## 5 Management strategy and start up.

### 6 The Contractor's plan for the service

This section stipulates the work to be performed by the *Contractor* for the *works*, is according to the *Employer* standards on the components of the plant. The standard of cleaning is specified by the *Employer*. The *Contractor* ensures that the plant meets the criteria specified in this section.

The *Contractor*:

Provides cleaning schedules, compiled in liaison with the *Employer* and submits it to the *Project Manager* for acceptance before the *Contractor* starts with any work on Site.

Any routine cleaning work and repairs are performed by prior scheduling.

Performs cleaning and provides on-site support for breakdowns on a 24-hour basis (7 days a week).  
Response time for failure callouts is 60 minutes from call.

Establishes and maintains a record keeping system, accepted by the *Project Manager*. The *Contractor* records all routine inspections, failures, causes, remedial actions taken, etc.

## 7 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:
Risk register and compensation events	Monthly on 1 <sup>st</sup> Monday at 10h00	Coal Management Office/MS Teams	Contract Manager Supervisor SHE officer Planner Employer's Agents
Overall contract progress and feedback	Monthly on 2 <sup>nd</sup> Monday at 09h00	Coal Management Office/MS Teams	Contract Manager Supervisor SHE officer Planner Employer's Agents Engineering
SAP Work Management Lock down	Thursdays at 10h00	MS Teams	Supervisor Planner
Executive SHEQ Meeting	Tuesday 13h00 as per Power Station schedule	MS Teams	Supervisor SHE Officer
Monthly Assessment	Last Thursday at 15h00	Coal Management Office	Contract Manager Supervisor Employer's Agents

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.

## 8 Contractor's management, supervision and key people

The following shall apply to the contractor's personnel on site:

- The contractor shall provide suitably trained, qualified and experienced personnel on site to perform the work as per the works information.
- The Contractor will provide qualified and certified competent Responsible Persons in terms of the Employer's Plant Safety Regulations. These personnel are, on the initiative of the Contractor trained and authorised, free of charge, by the Employer's in the use of Employer's Plant Safety Regulations and the Operating Regulations for High Voltage Systems
- Each site shall have approved and agreed organogram
- All employees shall have an approved job description and performance contracts.
- Should the employer not be satisfied about the performance, (mis)conduct or any other issues that may affect the working trust relationship of some of the contractor's employees on site, the employer reserves the right to instruct the contractor to remove such employee/s from site and replace them with other employees of the same or higher capabilities.
- The contractor shall develop and maintain the training matrix of the employees on site

## 9 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.

## 10 Documentation control

Formal communication on contractual matters will be in the NEC TSSC format

### Records

- The *Contractor* is expected to keep appropriate and sufficient records (including but not limited to) of his employees, including sub- *Contractors*:
- Attendance registers,
- Employee performance,
- *Contractor's* Performance,
- Production,
- Safety and environmental statistics or investigation or audits reports; and
- Any other required records as communicated by the *Employer*.

## 11 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.

### Issue of tax invoices to Eskom Holdings SOC Limited

It has come to our attention that some of the tax invoices issued to Eskom by suppliers do not comply with the requirements of the Value-Added Tax Act, no 89 of 1991 (the VAT Act).

**As from the 1 July 2009 all tax invoices received by Eskom that do not meet the VAT Act requirements will not be considered for payment and will be returned to the supplier for correction.**

Only original Tax invoices (unless a copy is clearly marked "Copy") must meet the following requirements where the consideration (VAT inclusive amount) exceeds R3 000:

1. The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).

2. **Name, address and VAT registration number of the supplier.**
3. **Name, address and VAT registration number of the recipient. \***  
Please note: Eskom's name has to be reflected as Eskom Holdings SOC Limited on all tax invoices and Eskom's VAT number is 4740101508.
4. **An individual serial number (tax invoice number) and date issued.**
5. **A full and proper description of goods and/or services supplied.**  
Please note: Merely referring to a contract is not sufficient.
6. **The quantity or volume of goods or services supplied.\***
7. **Where the supply is subject to VAT at the standard rate, the following in Rand:**
  - The value, VAT amount and consideration OR
  - The total consideration with a statement that VAT is included @15% OR
  - The total consideration and the amount of VAT charged.

\* These two requirements do not apply where the consideration (VAT inclusive amount) is less than R3000.

**Scanned tax invoices sent by e-mail are not acceptable to Eskom – only original tax invoices will be considered for payment.**

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

### **13 Equipment**

None

### **14 Information and other things**

At the end of the Service Period, the Contractor will clear out all areas occupied and return to a serviceable condition

## **15 Management of work done by Task Order**

In the event of additional resources, emergency work and items not Included in the Price list, an Early Warning will be issued by either the Contractor or the Employer's Agent. A budget Quote is required and a Task Order will be issued if the task is agreed to.

## 16 Health and safety, the environment and quality assurance

### 17 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in **#47. Specifications** of this Service Information.

### 18 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in **#47. Specifications** of this Service Information.

### 19 Quality assurance requirements

The *Contractor* shall comply with the environmental criteria and constraints stated in **#47. Specifications** of this Service Information.

## 20 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.

## 21 People

### 22 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.

### 23 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.

### 24 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.



## **25 Subcontracting**

### **26 Preferred subcontractors**

No Preferred subcontractors prescribed

### **27 Subcontract documentation, and assessment of subcontract tenders**

All subcontracts needs to comply with the NEC system, subcontract tenders are to be issued, received, assessed jointly and awarded

### **28 Limitations on subcontracting**

Not Applicable

### **29 Attendance on subcontractors**

The same time and attendance procedure will be applicable to any sub-Contractors, as it is acceptable to the *Contractor* and *Employer*.

## **30 Plant and Materials**

### **31 Specifications**

#### **Specifications**

Plant and Materials provided by the *Contractor* and the preventative maintenance thereof forms part of the *Contractor's* responsibility as set out in the signed scope of work.

#### **Correction of defects**

Costs incurred for any re-work shall be at the contractor's own costs.

### **32 Cataloguing requirements by the *Contractor***

Not Applicable

## **33 Working on the Affected Property**

#### **People Restrictions**

- People are restricted to the Affected Property only.

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

- As per HSPHO020 Access Control Instruction

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

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

- The Site Access Control Process will be strictly followed.
- Laws and procedures relating to NKP, strict adherence will be applicable.
- Each of the *Contractor's* employees, including sub-*Contractors*, will be required to undergo compulsory safety induction, medical screening and all other necessary assessments before access will be granted.
- The *Contractor* must comply with the speed limit on site.
- The *Contractor* must be mindful that construction activities might take plant at the Power Stations and that caution must be exercised at all times when working or driving on the Affected Property.

Hence there will be movement of Plant, Materials, Equipment and People, that can impact on the *Contractor's* daily outputs. Site instruction will be issued from time to time, to which the *Contractor* must adhere too.

- The *Contractor* must note that areas that are PPE free zones are demarcated and indicated, but PPE must always be worn when required to do so.

#### **Hours of Work**

- Normal working hours and shift cycle if required will be determined by the Parties
- A standby roster will be determined by the Parties if required
- Conduct
- The *Contractor* and his employees are required to maintain professional and ethical conduct at all times, that upholds the Eskom Values to the highest standard.
- Should the *Contractor's* employees be found to contravene the Eskom Values, Life Saving Rules and / or any of the aforementioned regulations, the *Contractor* must institute disciplinary action, which may include removal from site, until the disciplinary process is concluded.

#### **Licences**

- All drivers, who drive on site, must comply with the Employer's requirements (provincial / Eskom licenses excluding deliveries.
- Anyone who operates mobile equipment or vehicle must comply with Employer's requirements and have a license for that specific machine.
- Any person operating a mobile crane must have a certified license by an accredited authority.
- The Contractor needs to ensure full compliance to Employer's requirements, and also need to ensure that all drivers / operators are authorized.

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

#### **Medical facilities**

- The Contractor provides a first aid service to his employees and Subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's medical centre and facilities will be available.
- Outside the Employer's office hours, the Employer's first aid services will only be available for serious injuries and life threatening situations.
- The Employer shall be entitled, however, to recover the costs incurred, through the use of the above Employer's facilities, from the Contractor.

### **37 Cooperating with and obtaining acceptance of Others**

#### **Co-operation with Others**

The *Contractor* interfaces with ERI BMS and the appointed Maintenance Contractor for planned shutdown periods for cleaning purposes, taking due cognisance of the Power Station's coal requirements.

The *Contractor* interfaces with ERI BMS and the Employer's representative for any unplanned maintenance activities (e.g. breakdown recovery, etc.)

The *Employer* will, during the course of the contract, implement modifications or changes to the conveyor system and/or peripheral systems. The Employer may choose to utilise others, with whom the *Contractor* will co-operate or issue instructions to the *Contractor* if deemed within the scope of work.

The *Contractor* designs maintenance schedules according to the SAP Work Management schedule. These are submitted to the Project Manager for acceptance before the *Contractor* starts with any work on Site. The *Contractor* liaises on an operational level with the Project Supervisor or delegated person responsible for the road transported coal.

### 38 Records of *Contractor's* Equipment

#### Records of Contractor's Equipment

- The *Contractor* shall keep a proper detailed list of all Equipment brought to site.
- A copy of the list will be submitted to the *Employer*.
- Revised and updated lists must be provided as the changes occur.

### 39 Equipment provided by the *Employer*

In addition to the Services provided by the Employer; the following equipment will be available on site with prior arrangement:

- Mobile Crane
- Tipper truck for transportation of heavy equipment
- Forklift
- Skidsteer loader
- Scaffolding

### 40 Site services and facilities

#### 41 Provided by the *Employer*

Item	Date by which it will be provided
Water points	Start date
Electrical connection	Start date
Waste disposal	Start date
Office facilities	Start date
Skips	As and when required
Wash Bay Facility	Start date

At the end of the Service Period, the Contractor will clear out all areas occupied and return to a serviceable condition

#### 42 Provided by the *Contractor*

Item	Date by which it will be provided
Transportation	Start date
Office Cleaning	Start date
Tools and Equipment	Start date

At the end of the Service Period, the Contractor will clear out all areas occupied and return to a serviceable condition

### 43 Control of noise, dust, water and waste

The Contractor will comply to good housekeeping practises and waste storage and removal.

#### 44 Hook ups to existing works

Not applicable

#### 45 List of drawings

#### 46 Drawings issued by the Employer

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

All relevant drawings including site layout, functional diagrams and cabling is available at the site's Documentation Centre.

#### 47 Specifications

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
<b>Health and Safety requirements</b>		
The Occupational Health and Safety Act (Act 85 of 1993)		√
The Road Traffic Act (Act 29 of 1989)		√
The Health Act (Act 63 of 1977)		√
<b>Environmental requirements</b>		
The Water Act (Act 54 of 1956)		√
The Atmospheric Pollution Prevention Act (Act 45 of 1965)		√
The Hazardous Substances Act (Act 15 of 1973)		√
<b>Site regulations and access control</b>		
34-1005 Environmental Management Policy		
ESKPBA9A9 Environmental Impact Assessment		
ESKPVAAL7 Environmental Impact Assessment		
ESKPBAAC4 Waste Management Policy and Strategy		
HSPPIN003 Waste Management Procedure		
ESKADAAJ5 Waste Management Policy		
HSPIS006 Fire risks pre-plan response standard		
HSPIS007 Fire risk assessment standard		
HSPHO/020 Protective Services Access Control System Procedure		

Eskom Standard EVS 005 (Latest Revision) Quality Assurance requirements		
<b>Technical specifications:</b>		
drawing No: 0.15/577(Coal Handling Plant Diagrammatic Layout)		
Hendrina Coal plant strategy Unique Identifier HSSTPMM002		
VDI 2056 Criteria for assessment of mechanical vibration of machines		
BS 2971 Specification for Class II arc welding of carbon steel pipe work carrying fluids		
SABS 719 Electric welded low carbon steel pipe		
GGG 0330 Condition Monitoring, latest rev		
GGG 0428 In-service monitoring of lubricating oils and Hydraulic fluids, – latest rev.		

## 48 Property affected by the service

### Site Description

The *site* is Hendrina Power Station Conveyor which is situated on the north east side of the Power Station Property which is enclosed by a security fence.

### General

The Power Station is situated approximately 40km in an eastern direction from Middelburg. The mine is situated 5km from the road leading to Hendrina Power Station from the Hendrina to Middelburg road (N11), in a southern direction approximately 3km from Hendrina Power Station. The nearest railway siding is Pullenshope although there is a coal off loading facility for trains onsite. This is situated to the west of the stockpile.

### Climate

Hendrina Power Station is situated in a summer rainfall area with an average annual precipitation of about 650mm falling almost entirely during the months of October to April. The average rainfall per month generally exceeds 40 mm during this period, although drought periods do occur which can last for 20 days or longer. Drought periods occur most frequently during the months of October/November and March/April. December is statistically the highest rainfall month with an average monthly rainfall of about 125mm. July has the lowest rainfall with an average monthly rainfall of about 3 mm. approximately 85% of the annual rainfall occurs in the months between October to February.

January is normally the hottest month with an average daily maximum temperature of 38°C with a minimum daily temperature in winter being about 6°C. During the hottest season it is expected that the indoor ambient temperature may reach 42°C at ground level.

With the following:

Altitude (Elevation above sea level)	1636 m
Mean Annual Barometer Pressure	84, 0 kPa
Maximum ambient temperature	38° C
Minimum ambient temperature	6° C
Maximum relative humidity	79%
Minimum relative humidity	10%

### **Site roads**

The *Contractor's* vehicles may use the roads.

(Any costs incurred from damage caused to underground services, structures, roads, etc. as a result of the *Contractor* not using the prescribed routes, will be recovered from the *Contractor*.)

### **Accommodation**

The provision of accommodation for the *Contractor's* personnel shall be the responsibility of the *Contractor*.

### ***Employer's catering facilities***

- The Contractor or any of his employees or Sub Contractor's will not be allowed to use the Employer's dining facilities, unless a specific agreement has been made between the Contractor and the Employer.
- The Contractor or any of his employees or Sub Contractors may purchase take-away meals from the fast foods outlet on site.

### **Toilet facilities**

- The Employer provides the Contractor access to toilet facilities, free of charge.