

THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS



## NEC3 Term Service Contract (TSC)

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

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

for **THE PROVISION OF OPS RESOURCES AT DUVHA  
POWER STATION FOR A PERIOD OF 36 MONTHS**

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

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**Part C1: Agreements & Contract Data**

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**C1.1 Form of Offer & Acceptance**

**Offer:**

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

**The Provision of OPS Resources at Duvha Power Station for a period of 36 Months**

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

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

<b>Option A:</b>	
The offered total of the Prices exclusive of VAT is	R[●]
Value Added Tax @ 15% is	R[●]
The offered total of the Prices inclusive of VAT is	R[●]
(in words)	

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

Signature(s)

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

Capacity \_\_\_\_\_

**For the tenderer:**

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

Name & signature of witness:

Date:

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**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**

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Eskom Holdings SOC Ltd  
Duvha Power Station  
PO Box 2199  
Witbank  
1035

Name &  
signature of  
witness

Date

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**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	<b>N/A</b>	

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.

	<b>For the <i>tenderer</i>:</b>	<b>For the <i>Employer</i>:</b>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____	<b>Eskom Holdings SOC Ltd Duvha Power Station PO Box 2199 Witbank 1035</b>
Name & signature of witness	_____	_____
Date	_____	_____

**C1.2 - Contract Data**

**Part A - 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>X17: Low service damages</b>
		<b>X18: Limitation of liability</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>
10.1	The <i>Service Manager</i> is (name):	<b>Bongi Gowa</b>
	Address	<b>Duvha Power Station PO Box 2199 Emalahleni 1035</b>
	Tel	<b>013 690 0113</b>
	Fax	<b>086 539 4771</b>
	e-mail	<a href="mailto:GowaSE@eskom.co.za">GowaSE@eskom.co.za</a>
11.2(2)	The Affected Property is	<b>Duvha Power Station</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)

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11.2(13)	The <i>service</i> is	<b>The Provision of OPS Resources to Duvha Power Station for a period of 36 months</b>
11.2(14)	The following matters will be included in the Risk Register	<b>SHE Contractual Obligations Quality Obligations Finances and Cost Assessments Performance of Employees</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents 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>Within 8 hrs for Safety Related Issues and Within 5 working days for other or as specified in communication</b>
16.1	<b>Early Warning</b> - The <i>Contractor</i> and the <i>Service Manager</i> give an early warning by notifying the other as soon as either becomes aware of any matter which could: <ul style="list-style-type: none"> <li>• increase the total of the Prices,</li> <li>• interfere with the timing of the <i>service</i> or</li> <li>• impair the effectiveness of the <i>service</i></li> </ul>	
17.1	<b>Ambiguities and Inconsistencies</b> - The <i>Service Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Service Manager</i> gives an instruction resolving the ambiguity or inconsistency.	
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>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</b>
20	Providing the Service	<b>20.1</b> - The Contractor provides the Service in accordance with the Service Information, provided by the Employer in Part C3.1  <b>20.2</b> - In Providing the Service, the Contractor minimises the interference cause to the Affected Property and the activities taking place in it.
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>1x Week before the <i>start date</i> of the contract</b>
<b>24</b>	<b>People</b>	<b>24.1</b> - The Contractor either employs each key person named to do the job stated in the Contract Data or employs a replacement person who has been accepted by the Service Manager. The Contractor submits the name, relevant qualifications, and experience of a proposed replacement person to the Service Manager for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not as good as those of the person who is to be replaced.  <b>24.2</b> - The Service Manager may, having stated his reasons, instruct the Contractor to remove an

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		employee. The Contractor then arranges that, after one day, the employee has no further connection with the work included in this contract.
<b>27</b>	<b>Other Responsibilities</b>	<p><b>27.1</b> - The Contractor obtains approval from Other Departments / Sections / Contractors where necessary.</p> <p><b>27.2</b> - The Contractor provides access to work being done and to Plant and Materials being stored for this contract for the Service Manager and Others notified to him by the Service Manager.</p> <p><b>27.3</b> - The Contractor obeys an instruction which is in accordance with this contract and is given to him by the Service Manager.</p> <p><b>27.4</b> - The Contractor acts in accordance with the health and safety requirements stated in the Service Information &amp; the Additional conditions of contract clauses Z7.1 &amp; Z7.2.</p>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i>	<b>To be confirmed</b>
30.1	The <i>service period</i> is	<b>3 years</b>
32.1	Instruction to stop or not to start work	<b>The Service Manager may instruct the Contractor to stop or not to start any work and may later instruct him/her to re-start or start it</b>
<b>4</b>	<b>Testing and defects</b>	<b>As stated in the Service Information</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>last day of each successive month.</b>
50.1	<i>Assessing</i> the amount due	The Service Manager assesses the amount due at each assessment date. The first assessment date is decided by the Service Manager to suit the procedures of the Parties and is not later than the assessment interval after the starting date. Later assessment dates occur at the end of each assessment interval until four weeks after the end of the service period. <b>More information on assessments under Sub-Clauses 50.2, 50.3, 50.4 in the NEC3 - TSC 2013 document</b>
51.1	The <i>currency</i> of this contract is the	<b>South African Rand</b> <b>For more information refer to the:</b> <b><u>(Additional conditions of contract clauses Z8.1, Z8.2, Z8.3)</u></b>
51.2	The period within which payments are made is	<b>4 weeks</b>
51.4	The <i>interest rate</i> is	<b>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</b>

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		<p>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 mutatis mutandis every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	As per Clause 6
7	Use of Equipment Plant and Materials	Section 2.20 - Due to the nature of the service, the contractor must provide their, transport which will be able to transport his/her employees. Transport must be reliable and on time every day.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<ul style="list-style-type: none"> <li>• Compliance to Duvha Operating Procedures and Work Instructions</li> <li>• Deviation and non-compliance to Plant safety regulations, ORHVS and FFR regulations and Operating Procedures</li> <li>• Legal, Safety, Health, and Environmental contraventions</li> </ul>
80.1	<p>The following are <i>Employer's</i> risks.</p> <ul style="list-style-type: none"> <li>• Claims, proceedings, compensation, and costs payable which are due to <ul style="list-style-type: none"> <li>• the unavoidable result of the <i>service</i> or of Providing the Service,</li> <li>• negligence, breach of statutory duty or interference with any legal right by the <i>Employer</i> or by any person employed by or contracted to him except the <i>Contractor</i> or</li> <li>• a fault of the <i>Employer</i> or a fault in his design.</li> </ul> </li> <li>• Loss of or damage to Plant and Materials supplied to the <i>Contractor</i> by the <i>Employer</i>, or by Others on the <i>Employer's</i> behalf, until the <i>Contractor</i> has received and accepted them.</li> <li>• Loss of or damage to the Affected Property, Plant and Materials due to <ul style="list-style-type: none"> <li>• war, civil war, rebellion, revolution, insurrection, military or usurped power,</li> <li>• strikes, riots, and civil commotion not confined to the <i>Contractor's</i> employees or</li> <li>• radioactive contamination.</li> </ul> </li> <li>• Loss of or wear or damage to any Equipment, Plant and Materials retained by the <i>Employer</i> after a termination, except loss, wear or damage due to the activities of the <i>Contractor</i> after the termination.</li> </ul>	

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	Additional <i>Employer's</i> risks stated in the Contract Data.	
81	<b>The Contractor's Risks</b> - From the <i>starting date</i> until the end of the <i>service period</i> , the risks which are not carried by the <i>Employer</i> are carried by the <i>Contractor</i> .	
82	<b>Indemnity</b>	<p><b>82.1</b> - Each Party indemnifies the other against claims, proceedings, compensation, and costs due to an event which is at his risk.</p> <p><b>82.2</b> - The liability of each Party to indemnify the other is reduced if events at the other Party's risk contributed to the claims, proceedings, compensation and costs. The reduction is in proportion to the extent that events which were at the other Party's risk contributed, taking into account each Party's responsibilities under this contract.</p>
83	<b>Insurance Cover</b>	
83.1	The <i>Contractor</i> provides the insurances stated in the Insurance Table except any insurance which the <i>Employer</i> is to provide as stated in the Contract Data. The <i>Contractor</i> provides additional insurances as stated in the Contract Data.	
	<b>INSURANCE TABLE</b>	
	<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
	Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The amount stated in the Contract Data
	Loss of or damage to Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the <i>Employer</i>
	Loss of or damage to Equipment	The replacement cost
	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	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately
	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 greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>

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83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer’s</i> property is	<b>the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer’s</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor’s</i> Providing the Service for any one event is:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor’s</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</b>
84	Insurance Policies	<b>Before the <i>starting date</i> and on each renewal of the insurance policy, the <i>Contractor</i> submits to the <i>Service Manager</i> for acceptance certificates which state that the insurance required by this contract is in force. The certificates are signed by the <i>Contractor’s</i> insurer or insurance broker. A reason for not accepting the certificates is that they do not comply with this contract</b>
85.1	If the Contractor does not insure	<b>The <i>Employer</i> may insure a risk which this contract requires the <i>Contractor</i> to insure if the <i>Contractor</i> does not submit a required certificate. The cost of this insurance to the <i>Employer</i> is paid by the <i>Contractor</i></b>
9	<b>Termination</b>	<p><b>90.1 – Termination: clause 90.1:</b></p> <p><b>Both the <i>Employer &amp; Contractor</i> have rights of terminations. The Party wishing to terminate initiates the procedure by notifying the <i>Service Manager</i> and giving his/her reasons for terminating. If satisfied that there are valid contractual grounds for termination, the <i>Service Manager</i> issues a termination certificate promptly.</b></p> <p><b>90.2 –Termination: clause 90.2:</b></p>

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		<p>Have or had a judicial management order granted against it.</p> <p>In the event where the internal sourcing has been approved, the Supplier will be given a period of 3 months' notice before the contract is terminated.</p> <p><b>Additional Conditions of Contract Clause Z11 – Reasons for Terminations.</b></p>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 weeks</b>
50.6	The <i>exchange rates</i> are those published in	<b>Not applicable for this contract</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>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.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	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	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<del>TBC</del> April 2025 <i>Adlepe</i>

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	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		.80	Table C3	SEIFSA
		.05	Table L2(A)	SEIFSA
		.15	non-adjustable	
		1.00	Annual increase	
X2	<b>Changes in the law</b>	<p><b>The Employer &amp; the Contractor shall abide to the Law and any changes thereof within the Republic of South Africa.</b></p> <p><b>The Employer &amp; the Contractor shall both adhere to the Basic Conditions of Employment Act 75 of 1997, Labour Relations Act 66 of 1995, Employment Equity Act 55 of 1998.</b></p>		
X17	<b>Low performance damages</b>	<p><b>The following low performance damages will apply to this Contract:</b></p> <ul style="list-style-type: none"> <li>• A Penalty up to a maximum of 10% of the monthly assessment value will be applied if the <i>Contractor</i> does not perform the work as per the schedule and issued PM Instructions.</li> <li>• A low performance damage will be implemented on the contractor assessment on reports of burnt mill reject boxes under the watch of the contractor.</li> <li>• “No work, no pay” principle will be applied if the Contractors’ employees embark on an unlawful strike.</li> <li>• If the Contractor or his/her employees do not comply with the Health, Safety &amp; Environmental requirements stipulated in the contract data <i>Additional conditions of contract clause Z7</i>, a Minimum of 1% will be applied to the Accepted Task Order.</li> </ul>		
X18	<b>Limitation of liability</b>			
X18.1	The <i>Contractor’s</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	The <i>Contractor’s</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to the amount stated in the Contract Data.		
X18.2	For any one event, the <i>Contractor’s</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer’s</i> property is limited to	<b>The amount of R 25 Million in respect of the deductibles payable with regard to the Employer’s Property Damage Asset Insurance</b>		
X18.3	The <i>Contractor’s</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The total of the prices with respect to the defective item, plus the amount of the deductibles payable with respect to the resultant damage.</b>		
X18.4	The <i>Contractor’s</i> total liability to the <i>Employer</i> , for all matters arising under or	<b>the total of the Prices other than for the additional excluded matters.</b>		

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	in connection with this contract, other than the excluded matters, is limited to	<p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>12 months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>2 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 will always apply.</b>
<b>Z1</b>	<b>NKP Access / Security Screening (Special Tender Condition):</b>	
<b>Z1.1</b>	The <i>Contractor</i> are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.	
<b>Z1.2</b>	The process shall be repeated every 12 months for low-risk employees (Risk Rating 5, 4) and every 6 months for medium to high-risk employees (Risk Rating 3)	
<b>Z1.3</b>	<p>For the purpose of clarity, contractors who was previously found guilty of offences in terms of the National Road Traffic Act 93 of 1996 and/or has paid guilt admission fines, will be exempted and be allowed to access site.</p> <p><u>Legislations:</u>  <i>Minimum Information Security Standards (MISS), 1996</i>  <i>National Key Point Act 102 of 1980</i>  <i>National Strategic Intelligence Act 39 of 1994</i>  <i>Protection of Critical Infrastructure Protection Act 8 of 2019</i></p>	
<b>Z1.4</b>	Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the <i>contractor</i> appoints a <i>subcontractor</i> , the same provisions and measures will apply to the <i>subcontractor</i> . Acceptance of the tender is also subject to the condition that the <i>contractor</i> will implement all such security measures for the safe performance of the work as required in the scope of the contract. Failing to comply with the above-mentioned clause will result in termination of the contract.	
<b>Z2</b>	<b>Cession delegation and assignment</b>	

## THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS

<b>Z2.1</b>	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> .
<b>Z2.2</b>	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.
<b>Z3</b>	<b>Joint ventures</b>
<b>Z3.1</b>	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.
<b>Z3.2</b>	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
<b>Z3.3</b>	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
<b>Z4</b>	<b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>
<b>Z4.1</b>	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
<b>Z4.2</b>	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
<b>Z4.3</b>	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
<b>Z4.4</b>	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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.
<b>Z5</b>	<b>Confidentiality</b>
<b>Z5.1</b>	The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.

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<b>Z5.2</b>	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
<b>Z5.3</b>	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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.
<b>Z5.4</b>	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 <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
<b>Z5.5</b>	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
<b>Z6</b>	<b>Waiver and estoppel:</b>
<b>Z6.1</b>	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> 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.
<b>Z7</b>	<b>Health, safety and the environment: Add on to core clause 27.4</b>
<b>Z7.1</b>	The <i>Contractor</i> undertakes all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i> . Without limitation the <i>Contractor</i> : <ul style="list-style-type: none"> <li>• accepts that the <i>Employer</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health &amp; Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;</li> <li>• 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 &amp; 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 &amp; safety in and about the execution of the <i>service</i>; and</li> <li>• undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health &amp; 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.</li> </ul>
<b>Z7.2</b>	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
<b>Z8</b>	<b>Provision of a Tax Invoice and interest. Add on to core clause 51</b>

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<b>Z8.1</b>	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
<b>Z8.2</b>	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
<b>Z8.3</b>	The <i>Contractor</i> (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 <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
<b>Z9</b>	<b>Notifying compensation events</b>
<b>Z9.1</b>	If the <i>Contractor</i> 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.
<b>Z10</b>	<b><i>Employer's</i> limitation of liability</b>
<b>Z10.1</b>	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
<b>Z10.2</b>	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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.
<b>Z11</b>	<p><b>Additional Termination Clause:</b></p> <ul style="list-style-type: none"> <li>• In the event where the internal sourcing has been approved, the Supplier will be given a period of 3 months' notice before the contract is terminated.</li> <li>• 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.</li> <li>• 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.</li> </ul>
<b>Z12</b>	<b>Supplier Development and Localisation (SD&amp;L)</b>

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<b>Z13</b>	<b>Ethics</b>
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.
<b>Z13.1</b>	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
<b>Z13.2</b>	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
<b>Z13.3</b>	If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
<b>Z13.4</b>	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

<b>Z14</b>	<b>Asbestos</b>
For the purposes of this Z-clause, the following definitions apply:	
<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.

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<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.
<b>Z14.1</b>	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> 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.
<b>Z14.2</b>	Upon written request by the <i>Contractor</i> , the <i>Employer</i> 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 <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> 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.
<b>Z14.3</b>	The <i>Employer</i> manages asbestos and ACM according to the Standard.
<b>Z14.4</b>	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.
<b>Z14.5</b>	The <i>Contractor's</i> 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

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	AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
<b>Z14.6</b>	The <i>Contractor</i> 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.
<b>Z14.7</b>	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

**Annexure A: Insurance provided by the Employer**

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.*

- Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
- The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
- The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
- Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
- If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
- Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

**C1.2 - Contract Data**

**Part B - Data provided by the Contractor**

**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.

**TSC3 Option A - Priced contract with price list**

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address:	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(12)	The <i>price list</i> is in	<b>Part C2.2</b>
11.2(14)	The following matters will be included in the Risk Register	<b>SHEQ &amp; Finances</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>Scope of work</b>
11.2(19)	The tendered total of the Prices is	<b>R</b>
21.1	The plan identified in the Contract Data is contained in:	<b>Part C3.2</b>

<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)

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24.1 ***The key people are:***

- 1 Name:  
Job:  
Responsibilities:  
Qualifications:  
Experience:

- 2 Name:  
Job:  
Responsibilities:  
Qualifications:  
Experience:

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

**Part C2: Pricing Data**

**TSC3 Option A**

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

## THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS

**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<br>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*:

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

- 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.

**C2.2: The *Price List***

**SCHEDULE A: PRELIMINARY & GENERAL – ONCE-OFF**

ITEM NO	DESCRIPTION	QTY	UoM	TOTAL
1	Site Establishment	1	Once-off Sum	
-				
-				
-				
2	Site De-establishment	1	Once-off Sum	
3	Safety File	1	Once-off Sum	
<b>Total</b>				

**SCHEDULE B: PPE PROVISION - ONCE-OFF – YEARLY**

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

ITEM NO	DESCRIPTION	QTY	UoM	PRICE	TOTAL
1	FLAME RETARDANT OVERALLS 2X PIECE	214	EACH		
2	ACID RESISTANT OVERALLS 2X PIECE	10	EACH		
3	ACID RESISTANT SAFETY BOOTS	5	PAIRS		
4	HEAT RESISTANT SAFETY BOOTS	104	PAIRS		
5	STEEL TOE CAP SAFETY BOOTS	5	PAIRS		
6	HEAT RESISTANT APRON	60	EACH		
7	FACE SHIELD	30	EACH		
8	HEAT RESISTANT GLOVES	120	PAIRS		
9	ANTI-SLIP GUM BOOTS	5	PAIRS		
10	RAIN SUITES	5	EACH		
11	EAR PROTECTION (PLUGS)	10	BOXES		
12	HARD HAT WITH CHIN STRAP	114	EACH		
13	SAFETY GOGGLES	15	BOXES		
14	TORCH (ATTACHMENT TO HARD HAT)	20	EACH		
15	DUST MASK FFP2	25	BOXES		
16	DISPOSABLE OVERALLS (TYVEK - 25 PER BOX)	20	BOXES		
17	REFLECTIVE VESTS	40	EACH		
				<b>Total</b>	
				<b>3 Years</b>	

**SCHEDULE C: SHE COST & TRAINING**

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

ITEM NO	DESCRIPTION	QTY	UoM	PRICE	TOTAL
1	Legal Liability Training	5	Each		
2	Incident Investigation	3	Each		
3	SHE Representative Training	5	Each		
4	Confined Space Training	25	Each		
5	First Aid Level 1 & 2	5	Each		
6	Fire Fighting Level 1 & 2	5	Each		
7	HIRA Training	5	Each		
8	ISO 45001 Awareness	2	Each		
9	ISO 14001 Awareness	2	Each		
10	Evacuation Warden Training	5	Each		
11	Fire Extinguishers	8	Each		
12	First Aid Boxes	2	Each		
13	First Aid Kits (Vehicle)	2	Each		
14	Medicals	114	Each		
15	Security Clearance	114	Each		
<b>Total Yearly</b>					
<b>3 Years</b>					

**SCHEDULE D: TRANSPORT - MONTHLY**

ITEM NO	DESCRIPTION	QTY	UoM	TOTAL
1	Transport Cost for Shift 26x per Shift (To Accommodate All Shift Workers)	1	Each	
2	Transport Cost for Non-Shifts 10x Employees (To Accommodate All Non-Shift Workers)	1	Each	
3	Call-out & On-Site Transport	1	Each	
<b>Total Monthly</b>				
<b>3 Years</b>				

**SCHEDULE E: TOOLS & CONSUMABLES – YEARLY**

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

ITEM NO	DESCRIPTION	QTY	UoM	PRICE	TOTAL
1	Wheelbarrow	12	Each		
2	Broom Hard 600mm Hard	12	Each		
3	Floor Scraper	8	Each		
4	Sabricon Spring Steels Rod	8	Each		
5	Shovel Square Mouth Stainless Steel	12	Each		
6	Heavy Duty Greenline Hose (20mm X 30m)	2	Each		
<b>Total Yearly</b>					
<b>3 Years</b>					

**SCHEDULE F: MANPOWER / RESOURCES COST SHIFT WORKERS NORMAL TIME - MONTHLY**

ITEM NO	DESCRIPTION	QTY	UoM	RATE	TOTAL
1	Utility Workers (Shifts 25x Per Shift) - Rate to Include Shift Allowance	100	192 Hrs		
2	Supervisors (Shifts 1x Per Shift) – Rate to Include Shift Allowance	4	192 Hrs		
<b>Total Monthly</b>					
<b>3 Years</b>					

**SCHEDULE G: MANPOWER / RESOURCES COST NON-SHIFT WORKERS NORMAL TIME - MONTHLY**

ITEM NO	DESCRIPTION	QTY	UoM	RATE	TOTAL
1	Site Manager	1	173 Hrs		
2	Safety Officer	2	173 Hrs		
3	Utility Workers - Lube Oil	5	173 Hrs		
4	Administrators / Clerks	2	173 Hrs		
<b>Total Monthly</b>					
<b>3 Years</b>					

**SCHEDULE H: MANPOWER / RESOURCES OVERTIME PROVISION – 3 YEARS**

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

ITEM NO	DESCRIPTION	QTY	HRS 1.5	RATE 1.5	HRS 2.0	RATE 2.0	TOTAL
1	Shift Supervisors	4	7512		9432		
2	Utility Workers Shifts	100	19200		57600		
3	Utility Workers Lube Oil	5	6240		6996		
<b>3 Years</b>							

**SCHEDULE I: BONUS PROVISION FOR MANPOWER / RESOURCES - YEARLY**

ITEM NO	DESCRIPTION	QTY	UoM	RATE	TOTAL
1	Site Supervisor	1	@173 HRS		
2	Safety Officer	2	@173 HRS		
3	Utility Workers - Lube Oil	5	@173 HRS		
4	Administrators / Clerks	2	@173 HRS		
5	Shift Supervisors	4	@192 HRS		
6	Shift Utility Workers	100	@192 HRS		
<b>Total</b>					
<b>3 Years</b>					

**Part C3: Scope of Work**

Document reference	Title	No of pages
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	

## THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS

**C3.1 Employer's Service Information****1. DESCRIPTION OF THE SERVICE REQUIRED:****Information for this service:**

- Valid plant inspection check-sheets will be given (**via soft copies**) to the *Contractor* whenever a need arises for the *Contractor* to fill them and keep them in the *Contractor's* file.
- Completed check-sheets should be submitted to Employer (every shift). PRINTING OF THE CHECK-SHEETS WILL BE AT THE CONTRACTOR'S COSTS AND CORRECT FILLING OF THE CHECK-SHEETS WILL BE THE RESPONSIBILITY OF THE SUPERVISORS.
- *Contractors* will be required to follow Duvha Power Station's shift working hours.
- The *Contractor* makes provision for Resources on a 4x Shift Cycle and 25x Utility workers to be utilised per 12x hour shift.
- The *Contractor* to ensure that whenever a need of replacement arises, all the minimum requirements for the new people to be met and the *Employer* to be informed in writing immediately.
- Training will be provided at an *Employer's* cost.
- Since the work environment of an industrial cleaner includes large warehouses and power generating manufacturing facilities, the focus is to maintain a clean and safe environment for the day-to-day operations of the facility. The *Contractor* notes that the work is labor intensive and requires physical strength. Depending upon the workplace, a utility worker will also enter confined spaces and electrical boards and be required to clean, inspect, maintain, and repair his equipment and machinery.

The Utility workers will be required to report directly to the *Eskom Unit Controller/ Company Supervisor* daily who shall confirm attendance by signing and submitting to the *Employer* as per the *Employer's* service information.

**UTILITY MAN SCOPE OF WORK IN OPERATING****COAL PLANT****STAITHE:**

1. To operate the tripper car to draw coal from the staithe
2. To withdraw coal from the staithe bays using tripper car as per request from bunker utility man. (Lights in the staithe are for communication, Green is for open the coal, Red is for close the coal)
3. To move the tripper car to the next bay if all the coal are withdrawn.
4. To do manual lashing should the coal not coming out after bay opened.
5. To make sure the conveyor belt is loaded as per specification (not overloaded).
6. To report the defects to the Coal Plant Operator.

**BUNKERS:**

1. To operate the tripper car for filling the bunkers to 100%
2. To operate the staithe light switch for communication.
3. To fill the bunkers starting with the lowest bunker level
4. To make sure that the tripper car chute does not block by clearing the grisly bar.
5. Clean the tripper car any blockages.
6. To operate the pneumatic change over flopper gate from 12 conveyor to 13 conveyor or vice versa.
7. To report the defects to the Coal Plant Operator.

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS****ASH PLANT****ASH HOPPERS:**

1. To monitor the ash and bilge sumps.
2. To drain the ash and bilge sumps as per procedure
3. To operate the AWR and ash hopper isolating valves.
4. To operate the sluice pump suction and discharge isolating valves
5. To operate the ash sump suction and discharge isolating valves
6. To operate the lifting liner to select the crusher in service.
7. To do ashing on the ash hoppers as per procedure.
8. To flush the ash line as per procedure.
9. To report the defects to the Ash Plant Operator.

**DUST HOPPERS UNIT 1 TO 2:**

1. To monitor the ash and bilge sumps.
2. To drain the ash and bilge sumps as per procedure
3. To operate the AWR and dust hopper isolating valves.
4. To operate the sluice pump suction and discharge isolating valves
5. To operate the ash sump suction and discharge isolating valves.
6. To do dusting on the dust hoppers as per procedure.
7. To flush the ash line as per procedure.
8. To report the defects to the Ash Plant Operator.

**DUST HOPPERS AND SILO UNIT 4 TO 6:**

1. To monitor the ash and bilge sumps.
2. To monitor the airlift vessel sump
3. To drain the ash and bilge sumps as per procedure
4. To drain the airlift vessels sump as per procedure.
5. To operate the AWR and dust hopper isolating valves.
6. To operate the sluice pump suction and discharge isolating valves
7. To operate the ash sump suction and discharge isolating valves.
8. To agitate the dust hoppers to make sure that are empty.
9. To do dusting on the silo as per procedure.
10. To flush the ash line as per procedure
11. To report the defects to the Ash Plant Operator.

**MILLS****NORMAL REJECTING:**

1. Check the rejects box levels through the inspection window.
2. To inform Operating the rejects box status.
3. To request Operating to start sluice pump to empty reject boxes.
4. Close the Mill inner door.
5. Open the jet pulse pump and make sure the pump is pumping the rejects.
6. To agitate the jet pulsion with the bar rod if is not pumping.
7. To make sure that there are no rejects remains on the reject box grating through inspection door.
8. Close the inspection door and open the inner door to reject box after completion.
9. Clean around the mill reject box.
10. Report to Operating after completion.
11. Request Operating to raised notification for defective plants.

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS****MANUAL REJECTING:**

1. Check the rejects box levels through the inspection window.
2. To inform Operating the rejects box status.
3. Close the Mill inner door.
4. Open the inspection door and remove the rejects with scrapper and shovel.
5. Close the inspection door and open the inner door to reject box after completion.
6. Clean around the mill reject box.
7. Report to Operating after completion and request the Station Cleaning to remove the rejects from the floor.

**SHIFT INSPECTIONS:**

1. Shift inspections are to be done on mill reject doors for leaks and check/log sheets to be submitted to Operating Supervisor at the start of every shift.
2. Inspection to also reflect the general status of the mill and any apparent abnormalities to be immediately shared with the employer supervisor.

**COAL REJECT REMOVAL DAILY:**

1. All mill coal reject removal is to be done hourly on each of the two reject boxes per mill, or as per the mill reject rate.
2. There must be no Mill that burns a reject box under the watch of the contractor.
3. The mill rejects removal personnel attendance and personnel allocation to be managed by the Contractor such that all unit mills are serviced.
4. The Mill reject removal personnel must maintain contact through communication via Pax with the responsible unit controller for the said unit.
5. All noted mill performance with regards to rejects must be immediately reported and recorded on the check/log sheet.

**COAL REJECT REMOVAL DURING WEEKLY MILL INSPECTIONS:**

1. Clean reject boxes if necessary.
2. Dump all rejects at an appropriate dumping location.

**COAL REJECT REMOVAL DURING ALL MAINTENANCE ACTIVITIES:**

1. Clean out reject boxes.
2. Check inner reject doors for free operation and record on check sheet;
3. Adjust inner reject door for tight seal air;

**LUBE OIL SECTION UTILITY WORKER SCOPE OF WORK:**

1. Carry out daily plant lubrication and greasing activities.
2. Performing main oil transfers on Main Oil Tanks (MOT) and Boiler Feed Pump Turbine (BFPT) oil tank.
3. Draining and topping up of different oil systems in the plant e.g., EFP, Air heater, ID/FD fans
4. Offloading fuel oil, new turbine oil and diesel tankers.
5. Working standby after hours (as and when required)

**ADMINISTRATORS/CLERKS SCOPE OF WORK****Performs section administration by:**

1. Consolidating and capturing relevant information into electronic and manual systems
2. Arranging appointments, schedule meetings and booking venues

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

3. Taking Minutes, preparing all meeting and presentation packages
4. Time Management and leave management of employees
5. Retrieving data from various systems to enable decision making in the section periodically
6. Facilitating data approval in various systems and applications
7. Processing and following up on invoices
8. Providing administrative support to the section

**Office Control by:**

1. Administering a complete filing and retrieval system
2. Checking office service provision for the section
3. Administering control over the use of the sections assets and ensuring they are maintained in order to function optimally
4. Keeping stock of, administering, storing, and replenishing the stationery requirements, stores materials on hand, for the offices

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

1. Providing a basic first line public relations service
2. Monitoring and taking care of customer/clients complaints, requests and ensuring the handling thereof through proper channels for speedy resolution
3. Responding to telephone calls which require general routine answers
4. Compiling, validating, submitting, and distributing operational and Adhoc reports

**Additional Works Information - Employer's requirements for the service:**

- The Contractor commits to participate in, and maintain, ISO 45001 Standards.
- Contractor staff shall at all times be presentable and conduct themselves in accordance with Duvha Power Station accepted practices.
- Under no circumstances will the contractor's staff wear the employer's overalls or hats.
- The correct PPE must be worn at all times whilst working on the plant.
- The Contractor provides qualified labour for the service.
- The Contractor provides tools, gear, equipment and consumables to carry out the work.
- Printing & stationary supplies form part of consumables.
- The Contractor ensures the safety of own personnel, other contractors and Eskom employees in the vicinity of the works by complying to the OSH Act and Construction Regulations.
- The Contractor plans and executes the work and provides a detailed plan for each activity.
- The Contractor performs quality control on own work as per pre-approved control plans.
- The Contractor performs work within the specified period and to the acceptable quality standard.
- The Contractor must ensure that the employees are always supervised adequately (including night shift, weekends and public holidays).

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

- The Contractor to ensure that his/ her employees are not using Eskom Duvha equipment, transport and not sleeping at work or inside the plant.
- The Contractor should ensure that Eskom Duvha change rooms and offices are not used by his staff.
- **REMAINING AREAS: WILL COVER SCOPE OF WORK MISSED AND NOT COVERED FROM THE ABOVE-MENTIONED PLANT AREAS OR NEW INCOMING AREAS/PLANT.**
- **THE CONTRACTOR SHOULD REPORT ANY DEFECT NOTICED ON PLANT WHILE WORKING TYPICAL ASH/PF LEAKS TO AVOID WORKING ON ONE AREA ALL THE TIME.**
- **POOR HOUSEKEEPING IS NOT ALLOWED, ALL SCRAPS SHOULD BE REMOVED ON PLANT AND DISCARD ACCORDINGLY**

**Contract Change Management:**

## Amendment of Scope of Work or Schedule

- ❖ Eskom the Employer may at any time amend, alter, or vary the scope and extend the service and the Contractor shall be obliged to execute such amendments.
- ❖ Should any such variation or amendment have effect that the Contractor incurs addition cost thereby, the Employer shall be obliged to compensate the Contractor for the reasonable cost thereof. Furthermore, should the variation or amendment have the effect of a cost saving to the Contractor, then the Contractor shall be obliged to pass a reasonable part of these costs on to the Employer.
- ❖ Should any such modification or variation occur, then such modification must be confirmed in writing by the Employer, and the proposed contract will then be amended accordingly before payment will take effect.
- ❖ No overtime claims shall be made by the Contractor or paid by the Employer whatsoever without prior approval of such overtime claim.
- ❖ Amendments to the scope of work will be paid as a compensation event.

**Conditions and Additional Clauses:**

- ✓ The Contractor must be able to supply enough manpower applicable to this SOW.
- ✓ The Contractor must have formal appointments as per SHEQ profile i.e. SHE Rep,etc
- ✓ The Contractor to supply all materials, consumables and equipment when they are needed.
- ✓ The Contractor to ensure that all PPE and consumables, be in good working conditions at all times and the register of issuing must be kept updated at all times, and sent to the Employer each month.
- ✓ The Contractor to provide proper PPE for work done in more dusty areas or when using chemicals e.g dust mask with filters / Disposable Overalls.

**Interpretation and Terminology**

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter. A copy of a Term Service contract Guide Notes will be issued in the site meeting to ensure that the contractor understand the terms and conditions of this contract.

**Management Strategy and Start Up**

All Meetings are Compulsory and shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or registers shall not be used for the purpose of confirming actions or instructions under the contract. These actions / instructions shall be done separately as per the NEC TSC3 documents and by the person identified in the conditions of the contract.

<b>Management Meetings</b>			
<b>Description</b>	<b>Time Intervals</b>	<b>Location</b>	<b>Attendance Required:</b>
<b>Kick Off Meeting</b>	1 Week before Contract Start Date	Ops Support Boardroom	Employer & Contract Owner / Project Manager
<b>Plant Walk Down</b>	Every Friday of the Month (or as instructed by Employer)	Duvha Power Station	Employer / Contract Owner
<b>Monthly Meetings</b> Contract Progress & Feedback, Assessments	Monthly on the 15th	Ops Support Boardroom / MS Teams	Employer & Contract Site Manager / Project Manager
<b>Daily Site Meeting</b> Daily planning and info sharing session	Daily	Contractor's Site	Service Manager / Contractor Supervisors / Employees
<b>Contractor SHE Meetings</b>	Monthly	Duvha Power Station	Employer's Rep / All Contractor Employees / Project Manager

**The Contractor's plan for The Service:**

The Contractor is required to submit the Contractor's Plan with tenders returnable. The plan should also be submitted to the Employer (*Service Manager*) within 1 week before the start of the contract for acceptance. The Contractor's plan must be in line with the Scope of Work. Read the NEC TSC guide notes for more information on what is required in the Contractor's Plan.

**Contract Management, Supervision, Safety Officers, Operators and Key People:**

- The Contractor keeps up to date organogram on site showing his people and their lines of authority / communication.
- The Contractor keeps a daily attendance register, which must be signed off by the Contractor on monthly basis and filed for audit purposes.
- **Transportation of employees:**  
The Contractor use transportation purchased by contractor or sourced from local taxi association. Contact details of the Chairpersons of the different associations will be provided by the *Service Manager* on request.
- **Employee Salaries:**
  - Salaries of all the contractor staff must be in their bank accounts on the last working day of the month. Non-compliance will be considered as breach of contract.
  - Non-compliance will be considered as breach of contract.
  - Salaries and bonuses paid to the workers must be in accordance with the minimum prescribed wages as per the Labour Relations Act.
  - Payslips for each employee is compulsory and it must be according to the labour law standards.

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

- **Job Output:**

- Every worker must have a job output describing in detail all duties to be performed by that person every day. The working hours, coffee/tea breaks, etc. must also be included in this job output.
- The Contractor staff may not do any private jobs for Eskom employees, such as washing cars, doing shopping, acting as messengers, etc. during working hours. A Non-Conformance will be issued to the contractor if employee does not adhere to the above.
- No alcohol, fire arms, knives and other life-threatening objects are allowed on the Eskom premises.

- **Contractor's responsibility:**

- The Contractor must comply with the Occupational Health and Safety Act and Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.
- All the contractor's employees must be registered for UIF, Provident Fund and Workman's Compensation.
- Induction is compulsory and will be done yearly by Eskom, but the Contractor will be liable for transport to the venue.
- Yearly medicals are compulsory, and proof must be handed in to the *Employer*.
- Yearly Security Clearance will be required and proof must be handed to the Employer.

- **Uniforms and Protective Clothing:**

- The Contractor must provide 2 sets of 2 piece overalls each year.
- The Contractor must provide ONE pair of safety shoes/boots- Steel tip, close top SABS approved with rubber sole- NO SLIP-ON'S each year.
- It is the Contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
- All uniforms are to be replaced as and when necessary. This does not mean only at the beginning of each financial year.

All of the above must be in the correct sizes to fit the employee. Employees will not be allowed on Eskom premises without the correct PPE.

**Key People:**

The contractor shall provide a site manager or a project manager to supervise, monitor, control and co-ordinate all activities during the execution of this contract.

**Minimum requirements of people employed**

The following key people must meet the minimum requirements tabled under each designation

**Site Manager**

- Technical Diploma NQFL 6 / Project Management Diploma NQFL 6
- OHS Act Regulations / Legislation
- Construction Regulations
- HIRA (Hazard Identification Risk Assessment)
- Incident Investigation – Using Root Cause Analysis Technique (RCAT)
- Planned Job Observations
- NEC 3 Knowledge / Training Course
- Minimum of 3 Years' Experience in Construction or Maintenance Environment
- Computer Literate
- Evaluation, Analysing and decision-making skills

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

- Manage and lead the team to ensure proper adherence to the Contract Scope and Execution of all works by the team
- Manage daily activities on site
- Prioritise and allocate work
- Monitor progress and report progress
- Perform first line quality control

**Supervisors**

- NQFL 4 - Matric certificate (Grade 12)
- OHS Act Regulations / Legislation
- HIRA (Hazard Identification & Risk Assessment)
- WSWP & PJO (Written Safe Work Procedures and Planned Job Observations)
- Computer Literate
- Minimum 3 Years Power Station Experience
- Supervise daily activities and do daily task-based risk assessments
- Prioritise and allocate work accordingly
- Monitor progress and report progress
- Report all defects identified in the plant
- Perform first line quality control

**Safety Officers**

- SAMTRAC Qualification NQFL 5 or Safety Management Diploma NQFL 5 (SACPCMP Registered)
- Safety training (HIRA / Incident Investigation / Legal liability / First Aid / Evacuation Officer / HazChem Training / COID Act / Fire Fighting)
- Minimum 3 Years' Experience on a Power Station & OHS Systems Experience
- Computer Literate
- Monitor & continually improve the effectiveness of Operational Occupation Health and Safety Systems
- Responsible for Safety File & SHE Meetings
- Conduct continuous Risk Assessments in the workplace
- Responsible for Audits / Safety Inspections / Quality Control
- Adhere to all Safe Work Procedures and advise on all Safety Observations
- Daily Safety Toolbox Talks with team members

**Utility workers**

- NQFL 4 – Matric (Grade 12) or Equivalent
- Minimum 1 Years Experience in Power Plant
- Computer Literate
- Ability to read and write English
- Willing to work long hours and do shift work

**Administrators/Clerks/Store Personnel**

- NQFL 4 - Matric (Grade 12) or Equivalent
- Minimum 1 Year Experience in Administrative duties

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

- Computer Literate
- SAP HANA Experience will be an added advantage

**Documentation Control**

- All Formal Communication must include the contract number on the document and be in writing.
- All procedures, work instructions, forms and all contractual communications must be controlled for the duration of the contract.
- The following will appear on all controlled documentation as a title page, page header or page footer:
  - Title
  - Document Unique identifier
  - Revision number, original documents will be noted as revision 0. All subsequent revisions will be number sequentially (1, 2, 3, 4....)
  - Revision Date
  - Date when document was last changed. This date will change with each revision.
  - Effective Date
  - Date when document first came into use. This date will not change as the document is revised.

**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 Eskom Holdings Limited's VAT (4740101508) and Company Registration Number (2002/015527/30). The tax invoice shall be saved in PDF and sent to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za) and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

Order number

Period of invoice

Date of the invoice

Bank account details

Invoice number (different for each invoice)

*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;

**Records of defined cost to be kept by the Contractor:**

The *Contractor* keeps accurate and complete books of accounts, records and other evidence relating to the Actual Cost. Records and accounts must reflect all work done on the contract. These are open to audit. All documentation is kept by the *Contractor* for a period of three years following Completion of this contract. This information must be kept up to date at all times.

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

The *Contractor* may be requested to submit to the delegated *Service Manager* proof of costs incurred, which may include the following:

- the number and grading of employees within the Working Areas
- the number and grading of employees outside the Working Areas
- **copies daily time sheets (manual timesheets) - Submitted monthly to the Employer**
- cost allocation
- payroll registers
- **Proof of purchased consumables & tools (Submitted to the Employer)**
- Any other information the delegated *Service Manager* reasonably requires.

**Training Workshops and Technology transfer:**

Duvha Power Station will from time to time schedule Plant Safety Regulations training, and other SHE Training Courses; it is the responsibility of the *Contractor* to book his personnel for the training.

**Things provided at the end of the service period for the Employer's use:****Information and other things:**

— All records, data books, inspection reports etc relating to the *Works*.

**Management of work done by Task Order:**

The *Service Manager* issues a Task Order to the *Contractor* which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the *Contractor* complies with in providing the *Works*. The Task Order is issued before the *Contractor* Provides the *Work*.

The *Service Manager* issues Task Orders to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the work within the time periods stated on the *Task Order*.

The *Service Manager* issues to the *Contractor* any information relative to the *Employer's* need and circumstance surrounding forecast future work required from the *Contractor*. This information allows the *Contractor* to provide staff in a cost effective and efficient manner.

**Emergency work:**

The *Service Manager* may issue a verbal instruction to the *Contractor* to undertake emergency work. This verbal instruction is confirmed in writing within 5 days from when the instruction is issued.

**Health & Safety, the Environment and Quality Assurance:****Health and Safety Risk Management**

The *Contractor's* personnel ARE to undergo Safety Induction Training at Duvha prior to commencement of this contract and all the relevant Documentation is to be approved by Safety Officials and the *Project Manager* before any activities can be started on site.

- The *Contractor* shall comply with the health and safety requirements contained in SAS0012: Duvha Power Station Contractors safety manual (latest revision obtainable from the *Service Manager*)
- The documents are completed by the *Contractor* and submitted to the *Employer* before taking possession of the works.

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

- These documents are valid for the duration of the works.
- The *Contractor* and all his personnel attend a Health and Safety Induction Course prior to starting with the *works*.
- The induction course is presented by the Safety Risk Department at Duvha Power Station.
- The *Contractor* makes arrangements with Safety Risk Management at telephone number 013-690-0143.
- The *Contractor* submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the works to Safety Risk Management before the induction course.
- Training and Competency Records with regard to the skills he / she uses to carry out the *works* or any other works on the *Employer's* premises.
- Compensation Commissioner records and proof of registration.
- Records and documentation with regard to any sub-contractor or labour-only contracts he places or uses to carry out the works or any other works on *Employer's* premises.
- Personal Protective Equipment and Safety Equipment Inspection, training and competency records and documentation.
- Employment contracts for all sub-contractor or labour-only contracts.
- Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
- Records of all incidents or accidents, and vehicle accidents, incurred during execution of this works or any other works on the *Employer's* premises.
- Records of all man-hours, including sub-contractors or labour-only contracts, the *Contractor* spends on the *Employer's* premises.
- Written Safe Work Procedures for all hazardous tasks the *Contractor* executes on the *Employer's* premises.
- A Fall Protection Plan for all elevated work the *Contractor* does on the *Employer's* premises.
- Environmental Plan and awareness training.
- Induction training records of his staff by himself/herself.
- Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.
- Risk Assessment of this type of works.
- Proof of authorisation/accreditation from Department of Labour and or other Statutory Body for this type of works, if applicable
- Emergency Evacuation and Rescue Plan for the hazardous tasks related to the works.

**The Contractor to comply to the following but not limited to:**

- \* Occupational Health and Safety Act no. 85 of 1993 and its Regulations (OHS Act),
- \* SHE Requirements contained in the SHE Specifications for Contractors.
- \* Eskom SHEQ Policy, Standards, Procedures, Guidelines, Specifications and Regulations
- \* Eskom Safety, Health, Environmental and Quality Policy: 32-727 latest revision
- \* Eskom Life-Saving Rule: 240-62196227 latest revision
- \* Eskom Procedure on Smoking: 32-36 latest revision
- \* E&OHS Incidents Management Procedure (32-95) latest revision
- \* Eskom Fire Risk Management (32-124) latest revision
- \* Eskom Duvha Power station Waste Management Procedure: ENVP005

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS****Environmental constraints and management**

- The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure ENVP 0016: Procedure for environmental handling of waste including redundant and obsolete equipment.
- Refuse Disposal
- The *Employer* will provide special colour coded bins for refuse disposal. The *Employer* will empty these bins.
- The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:
  - Maroon bins: - Scrap metal only
  - White bins: - Lagging and general household rubbish
  - Yellow bins: - Ash, dust, coal dust and sand

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

**Quality assurance requirements:**

- All work is carried out under the supervision of an experienced supervisor.
- The *Contractor* complies with the *Employer's* Quality Requirements as specified in Eskom Generation Standard QM58. Annexure B to this Standard indicates the specific application thereof.
- All quality control documentation is submitted to the *Project Manager* within 7 days of Contract date.
- Proposed QCP will be provided to suppliers after the awarding of the contract.

**Plant and Materials:****Specifications**

The *Contractor* to ensure that the work be performed in accordance with the latest statutory regulations, corporate standards and regulations, SANS and international (where applicable) design standards as well as all associated standards and regulations. This includes but is not limited to the following:

**Statutory Safety Regulations:**

- Occupational Health and Safety Act, Act 85 of 1993 and its Regulations
- SANS 085 - The Design, Erection, Use and Inspection of Access Scaffolding

**Corporate Standards and Regulations:**

- ENVP 0016 - Procedure for environmental handling of waste including redundant and obsolete equipment.
- RMP0001 - Risk and Impact Assessment – Duvha Power Station.
- SAP0006 - Work in Confined Spaces
- SAS 0012 - Duvha Power Station Contractors safety manual
- QM58 - Supply Contract Quality Requirements Specification

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS****Plant & Materials provided “free issue” by the Employer:**

- a) The *Employer* will provide power supply, water and land for the storage of equipment and material.
- b) The *Contractor* shall supply all the necessary equipment and material required to execute the Works.
- c) Should the *Contractor* need to use of any of the *Employer's* Equipment, including compressed air, electricity, water supply and crane, it must be specified by the *Contractor*. The *Employer* does not guarantee continuity of supply of any of these items.

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

The *Contractor* shall make use of SABS approved plant and material. Test certificates must be given to the *Project Manager*. All Equipment & Material will be inspected by the *Service Manager* or a *Employer* Representative.

**Contractor's Equipment (including temporary works):**

The *Contractor* must supply all materials, tools and equipment that are needed for the entire contract period of three years.

**Working on the Affected Property:****Employer's Site Entry and Security Control, Permits, and Site Regulations:**

- a) The contractor applies for access permits for all works exceeding four (4) weeks via the *Project Manager*, who will co-ordinate this.
- b) The *Contractor* applies for *Contractor's* Permits for all his employees and/or *subcontractors* at the Security gate, at least 24 hours prior to entry of the Duvha Power Station Security Area.
- c) The *Contractor* is to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered. (*Refer to Additional conditions of contract clause Z1*)
- d) The *Contractor* completes the specific form in the Duvha Power Station Contractors Safety Manual, listing all of the personnel that he intends using on site.
- e) The completed list, identified with the *Contractor's* name, contains the following information:
  - *Employee Name*
  - *Employee ID Number*
  - *Eskom Safety Co-ordinator signature*
  - *Eskom Project Manager signature*
  - *Validity Date*
- f) No permits are issued to personnel who have not attended safety induction.
- g) The *Contractor* photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
- h) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the *Contractor's* Permits.
- i) The *Contractor* allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
- j) The *Contractor's* personnel are required to be always in possession of a *Contractor's* Permit inside Duvha Power Station.

**THE PROVISION OF OPS RESOURCES AT DUVHA POWER STATION FOR A PERIOD OF 36 MONTHS**

- k) All *Contractors'* permits are submitted back to Protective Services when the workers leave the site after completion of the works. If you lose a permit a penalty of R150.00 is needed for a new permit. The *Contractor* compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
- l) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- m) The *Contractor's* visitors and all personnel conform to the security arrangements that are in force at Duvha Power Station.
- n) Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Project Manager* and submitted to the *Employer's* Protective Services office one day prior to the visit.
- o) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- p) The Chief Security Officer may, with valid cause, remove any of the *Contractor's* personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
- q) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the *Project Manager* for consideration and approval.
- r) The *Contractor* is restricted to the Site. The *Contractor* is forbidden to enter any other areas, and ensures that his employees abide by these regulations.
- s) Parking inside the power station is strictly forbidden, except for loading purposes.
- t) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
- u) Security personnel may search any premises, property or person within the security area of Duvha Power Station
- v) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
- w) Application forms for such permission is available from the Protective Services offices.
- x) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act

**Restrictions to access on Site, roads, walkways and barricades:**

- Pedestrian crossings are marked on the power station roads and should be used.
- Walkways are clearly marked on the Power Station and should be used when walking to keep safe on any object that might fall.
- Barricades are provided where there are open trenches and around the sumps and manholes.
- The contractor shall occupy only such ground as is necessary to carry out the works.
- All fences and other structure that have been damaged or interfered with by the contractor shall be restored to be in a condition at least equivalent to their original condition.

**Plant Safety Regulations:**

- a) The LAR is for the person in charge of the plant to maintain control over activities taking place on his plant that are not covered by the Plant Safety Regulation and Operating Regulations for High Voltage Systems.
- b) Activities that are allowed to be carried out under the LAR must not require a permit and must satisfy the following criteria:
  - i) They must not involve danger to the person carrying out the activity;
  - ii) No plant isolations must be required;

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- iii) The activity must be performed by a skilled person and there must be no risk of a production loss;
  - iv) The duration of the activity must be less than 24 hours
  - v) The *Authorised Supervisor* accompanies the *Contractor* during the first instances of working under a LAR on a specific plant area.
- c) It is very important that the person who plans to do an activity on a plant under the LAR informs the person in charge of the plant (ASS on the panel or PPO at WTP) of what will be done. This means verbally telling the person in charge of the plant what will be done and not just signing the LAR book. The LAR book must also be signed.
  - d) It is also important that as soon as the activity is completed the person, who was doing the activity, notify (verbally) the person in charge of the plant that conditions are back to normal and that the LAR has been signed off. Signing the LAR book silently without notifying the person in charge of the plant is not sufficient.
  - e) For more information please refer to Plant Safety Regulation C11.
  - f) The *Service provider* is required to have as a minimum 3 Responsible Persons/Authorised supervisor/s as per the Eskom's Plant Safety Regulations.

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

It is very important that the *Contractor* keeps records of his / her people working including those of his Subcontractors. The *Service Manager* shall have access to them at any time. These records will be required when assessment are done.

**Take note that a 'No work, No pay' approach will be implemented in case the contractors employees embark on a strike or stay away.**

**Equipment provided by the Employer:**

- The *Employer* allows the *Contractor* to use Overhead Cranes and Hoists, provided the *Contractor's* employee is an authorised Lifting Machine operator.
- The *Employer* provides scaffolding, the request shall be made through the Service manager or his/her representative.
- Should the Contractor require using any of the Employer's Equipment, including compressed air, electricity, water supply and crane, it must be specified by the Contractor during the kick off meeting. The Employer does not guarantee continuity of supply of any of these items.
- The Employer shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary Equipment at his own cost.
- The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.
- The *Contractor* site manager must ensure that any one of his employees or Sub-*Contractor*, operating hoist equipment belonging to the *Employer*, is authorised by an Accredited Company and retraining is done annually. Arrangements for training courses can be made via Duvha Power Station Maintenance Training but the *Contractor* will absorb costs.
- A copy of this accredited and valid training certificate must be given to the *Employer's Supervisor*, who will then arrange access for usage.

**Site Services and Facilities:**

- a) Potable Water Supply
  - Potable water is available at the existing points.

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- b) Electrical Power Supply
- Power is available at the existing points.
  - The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.
  - Contractors' Electrical Distribution Boards complies with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.
  - Each board brought onto site must have a Certificate of Compliance issued by an accredited person.
  - The Contractors' electrical distribution boards are installed at the works on a time negotiated with the project manager, prior to the possession date.
  - The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance.
  - All Contractors' Electrical Distribution Boards are earthed to the steel structure of the plant.
- c) Toilet Facilities
- The Employer provides the Contractor access to existing toilet facilities. The Contractor is to provide this facility should the existing facilities not be within reasonable distance from the working area.
- d) Catering Facilities
- The Contractor are not allowed to use the Employer's dining facilities, unless a specific agreement has been made between the Contractor and Eskom Catering and Accommodation Services (ECAS).
  - The Contractor may buy take away meals from the fast foods outlet on Site.
- e) 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 are only available for serious injuries and life threatening situations.
  - The *Employer* recovers the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*

**Any Other Work:****Temporary works, Site services & any constraints**

The *Contractor* shall provide, operate, and maintain sufficient quantity such as pumping equipment, well points, pipes and other equipment as may be necessary.

The Service provider shall also provide any temporally works as may be necessary to minimise damage, inconvenience, or interference.

**Setting out of the works:**

- a) The *Service provider* shall properly deal with and disposal of water to ensure that the works are kept sufficiently dry for their proper execution.
- b) The *Service provider* shall provide, operate and maintain in sufficient quantity such pumping equipment, well points, pipes and other equipment as may be necessary.
- c) The *Service provider* shall also provide temporally works as may be necessary to minimise damage, inconvenience or interference.

**Underground services, other existing services, cable and pipe trenches and covers:**

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Where underground cables and pipes are present in the area, care must be exercised to ensure that they are not damaged. In the case of damage to existing components, the contractor will be held liable for replacement/repair thereof.

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

- a) The *Service provider* shall take all responsible measure to minimise any dust nuisance, pollution of stream and inconvenience to or interference with public as a result of the execution of the works.
- b) Remove all rubble and dispose to appropriate facility as according Duvha waste management procedure (EVP0005)

**Provided by the Contractor:**

The *Contractor* should provide facilities they deem necessary in executing the work. This must be discussed with the *Project Manager* prior to commencement of work.





**Tests and inspections:**

- The *Service provider* and the *Overseer/Project Manager* shall conduct plant walk down every Wednesday according to the QCP or scope of work,
- All work must be inspected and approved by the *Project manager* before monthly assessment.

**Important Documents for the Contract:**

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 8 as indicated.

**Do not print and send them when returning this contract**

<u>No</u>	<u>UNIQUE IDENTIFIER</u>	<u>REVISION</u>	<u>DOCUMENT TITLE</u>
1	32 - 727	0	SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727  1_Eskom SHEQ Policy 32-727.pdf
2	32 - 136	0	CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT  2_Construction Safety Health and En
3	32-524	0	DEVELOPING A SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION  3_Developing a Safety, Health and En
4	32 - 421	1	ESKOM CARDINAL RULES 32-421  5_Eskom Cardinal Rules (32-421).pdf
5	CONSTRUCTION REG 3		NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR



