



NEC3 Term Service Contract (TSC3)

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

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

for **Provision of Transport Services for normal day workers to and from Eskom Matla Power Station to various areas of Lesley for a period of 5 years.**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[3-5]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[6-17]
C1.2b Contract Data provided by the <i>Contractor</i>	[18-19]
[to be inserted from Returnable Documents at award stage]	

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

M. Lesolang

Capacity

GM Matla Power Station

for the Employer

Eskom Matla Power Station
Delmas Road
Kriel 2271

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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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	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:

For the Employer

Signature _____
 Name _____
 Capacity _____
 On behalf of *(Insert name and address of organisation)* _____
 Name & signature of witness _____
 Date _____

 M. Lesolang

 GM Matla Power Station
 Eskom Matla Power Station
 Delmas Road
 Kriel 2271


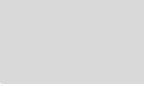



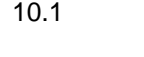
C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	 dispute resolution Option	A: Priced contract with price list W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton,

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

Johannesburg

Tel No.

Fax No.

[•]

10.1	The <i>Service Manager</i> is (name): Zodwa Gumbi	
	Address	Matla Power Station Delmas Road Kriel 2271
	Tel	
	Fax	N/A
	e-mail	gumbiz@eskom.co.za
11.2(2)	The Affected Property is	N/A
11.2(13)	The <i>service</i> is	Provision of Transport Services for normal day workers to and from Eskom Matla Power Station to various areas of Lesley for a period of 5 years
11.2(14)	The following matters will be included in the Risk Register	Unprotected Strikes
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	- Within 7 working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	7 days including weekends after receiving Task Order
3	Time	
30.1	The <i>starting date</i> is.	01 September 2024
30.1	The <i>service period</i> is	Five Years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data

5	Payment	
50.1	The <i>assessment interval</i> is	- 25th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days as per Eskom Finance Procedures
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	

80.1	These are additional <i>Employer's</i> risks	N/A
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the Task Order at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	The prices are fixed and firm for

	<p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>the first year thereafter the contract will be adjusted as per the table below at contract anniversary</p> <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">15%</td> <td style="text-align: center;">non-adjustable</td> <td></td> </tr> <tr> <td style="text-align: center;">1.00</td> <td></td> <td></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	15%	non-adjustable		1.00		
proportion	linked to index for	Index prepared by									
15%	non-adjustable										
1.00											

X2	Changes in the law	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>
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X17.1	The <i>service level table</i> is in	See below table
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ITEM	DESCRIPTION OF TASK	QUALITY OF PERFORMANCE	DAMAGES TO BE IMPLEMENTED
1	Submission of Monthly Safety Meeting minutes	Late submission of Safety minutes.	>10 days late: 1% of monthly contract value >30 days late: 2 % of monthly contract value
2	Submission of Manhours	Late submission of Monthly Manhour statistics.	>10 days late: 1% of monthly contract value >30 days late: 2 % of monthly contract value
3	Accident reporting	Late reporting of accidents / incidents	>24 hours late: 1% of monthly contract value for one month period.
4	Accident investigation	Late completion of Preliminary and Formal accident investigation	Preliminary investigation: >72 hours after incident/accident occurred. 0,5% of monthly contract value for each day after 30 days. Formal: >7 days after accident date: 0,5% of monthly contract

			value for each day after the 7 days. Exception is if the driver is injured in such a way that the investigation cannot be concluded.
5	Providing a replacement bus of the same standard and quality in the case of a mechanical breakdown or vehicle service to get the Eskom employees to their destination as speedily as possible.	Failure to swop a vehicle with a defect with another until the vehicle that has a defect has been repaired fully and inspected by Fleet.	If vehicle with defect is not replaced with another vehicle immediately > 1 day, a penalty of 1% of the monthly invoice will be deducted for each day the vehicle was not replaced.

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to

the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on
http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

X18.3 The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to

- **the total of the Prices at the Contract Date**

and

- **the amounts excluded and unrecoverable from the *Employer's* insurance (other than the resulting physical damage to the *Employer's* property which is not excluded) plus the applicable deductibles in the *Employer's* assets and works / maintenance policies available on**
<http://www.eskom.co.za/Tenders/In>

urancePoliciesProcedures/Pages/
EIMS_Policies_
From_1_April_2014_To_31_March_2
015.aspx

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Two months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<ul style="list-style-type: none"> - 5 days of receiving the Task Order or as per the <i>service manager</i> requested date - Additional Emergency Conditions Apply
Z	The <i>additional conditions of contract</i> are	Z1 to Z12 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.

Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Contract Financial Commitments

Z12.1 Task orders will be issued by the *Service Manager* on an “as and when” required basis. The liability of the *Employer* is limited to the total of the Prices stated in the specific Task Order and not the total Price stated in the Service Information. The *Employer* is not obliged to issue any Task Order to the *Contractor* despite the *Contractor* being awarded the contract.

Annexure A: Insurance provided by the Employer

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx



Annexure B: Table of low service damages (X17)

- Low Service Damage Description	- Value of Low Service Damages	- Limit of Low Service Damage
- Service delaying the Outage Critical Path (Delaying other Contractor(s) from starting/completing their work)	- 1.5% of Task Order per day	- Limited to 10% of the Task Order value
- Service delays not finishing as per agreed upon Programme submitted to the <i>Service Manger</i>	- 1% of Task Order per day	- Limited to 10% of the Task Order value
- Submission of documents as per agreed upon CDSS in this <i>service agreement</i>	- 0.5% of Task Order per day	- Limited to 10% of the Task Order value
- Rework due to poor workmanship.	- 2% of Task Order per day	- Limited to 10% of the Task Order value
- Daily Progress Updated Programme	- 0.5% of Task Order per day	- Limited to 10% of Task Order Value
- No response of NCR within 3 days	- 1% of Task Order per day	- Limited to 10% of Task Order Value
_ Failure to complete HP Cleaning Main & Boiler Feed Pump Turbine Condenser within 10 days maximum	_2% of Task Order per day	_Limited to 10% of the Task Order value

C1.2 Contract Data

Part two - 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)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	- -
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;

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

Format of the *price list*

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

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

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

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

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

Provision of Transport Services for normal day workers to and from Eskom Matla Power Station to various areas of Lesley for a period of 5 years

Item	Description	Months	Quantity	Rate	Amount
1.	Preliminaries and Generals I. OHS and Contractual Requirements	60	1		
2.	Transportation of Workers inclusive of Driver, Fuel and Bus Normal Workers Normal Work Days (Mon-Frid,07:00 to 16:15) Lesley to Matla Power Station 1 No x14 Seater	60	1		
	Total Excluding Vat.				R

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	23
	Total number of pages	24

1 Description of the *service*

1.1 Executive overview

Provision of Transport Services for normal day workers to and from Eskom Matla Power Station to various areas of Lesley for a period of 5 years

1.2 *Employer's requirements for the service*

GENERAL

Provision of Transport Services for normal day workers to and from Eskom Matla Power Station to various areas of Lesley for a period of 5 years

The following buses with drivers are required:

The following are required:

1 x 14 Seater Bus for Lesley and Leandra area - normal day workers

The transportation service will be rendered in accordance with the following:
The above-required vehicles will operate on an as and when required basis.

The Supplier shall abide by the detailed time table and routes as defined by Matla Power Station. Eskom Holdings Limited shall, however, have the exclusive right to amend the aforesaid time tables and routes from time to time in consultation with the Supplier.

The Supplier undertakes to provide a replacement bus of same standard and quality in the case of a mechanical breakdown or vehicle service and to get the Eskom employees to their destination as speedily as possible.

Only Eskom Matla employees and Eskom Matla students will be allowed on the busses as passengers. Buses are only allowed to pick up and drop off passengers at the designated bus stops at Matla. Failure by the Contractor to comply will result in cancellation of the contract. Furthermore, Eskom Holdings Limited will not be held liable for possible injuries to 'illegal' passengers if allowed onto the busses by the Contractor.

The Supplier / Contractor shall, on request by Eskom Holdings Limited, exchange any of the allocated busses for a smaller or bigger bus depending on Matla's requirements.

The Supplier undertakes to make transport available on Eskom's request for any special occasion which may be arranged by Eskom Holdings Limited. The special service so provided will be subject to the same conditions and requirements as laid down in this contract.

Prices will be adjusted in accordance with negotiated agreements.

Should the Supplier not be able to comply with this request, Eskom Holdings Limited reserves the right to obtain the required bus from an alternative source and to cancel the specific exchange item with the Supplier.

The Supplier shall not be entitled to alienate, pledge, cede or deal in any manner whatsoever, with any claim he may have arising from this contract or his rights and obligations, in terms of such contract, without the prior, written approval of Eskom Holdings Limited.

The Supplier undertakes to limit his service to the prescribed number of Eskom passengers per bus. Should additional Eskom passengers require transport, this requirement may be accommodated provided the additional passengers are able to produce a valid Eskom Matla employee permit.

Should additional busses be required, busses of similar condition and capacity shall be introduced by the Supplier to his fleet. New rates, if applicable, will be negotiated between the two parties for either extra busses or extra kilometres.

Eskom Holdings Limited reserves the right to terminate additional trips within thirty days.

Any changes to this transport service as agreed to between the two parties may result in an increase or decrease in the number of busses required to render the service or discontinue the service at any time.

Safety

- Matla power station induction must be done before any work commences.
- Worker's register must be completed and daily risk assessment conducted before any work commences.
- Eskom Holdings Limited reserves the right to inspect the busses at any reasonable time for roadworthiness and it is the responsibility of the Contractor to at all times maintain the busses in a road worthy condition.
- The Contractor shall at his expense ensure that his vehicles are serviced and maintained by a recognized service agent.
- Vehicles shall be kept neat and tidy inside and out at all times.
- The Supplier shall operate the transportation service in a safe, reasonable, proper and efficient manner and shall ensure that his employees are fully authorized and conduct their allocated tasks in a proper, responsible, safe and professional manner.
- A Supplier provided fully equipped First Aid Box and serviceable fire extinguisher must be kept in a reachable and reasonably visible position in the driver's cab of each bus.
- All busses must at all times be equipped with either a two way radio or cellular telephone for direct communication between the busses, the contractor's depot and the Matla Fleet Officer.

- Before every trip: The interior and exterior of the busses are inspected for any damage or default, with specific attention to brakes, tyres, all lighting equipment and safety belts

Payments

- At the end of every calendar month the Supplier must furnish Eskom Matla Power Station's Fleet Management Services with a detailed statement / invoice together with a copy of his month's Safety Meeting minutes.
- Failure to provide these documents will lead to the withholding of payments until the required documents were submitted.
- Any claim to non-scheduled journeys and / or distances must be supported by properly kept records of such occurrences, but any of these trips should have been pre-approved by the contract manager.

Legal requirements and permits

- The Supplier undertakes and guarantees that he is legally authorized, qualified and properly equipped to render the bus transportation service required and that he is fully conversant with the legal provisions with regard to the transportation service to be rendered and undertakes to abide by such legal provisions during the contract period.
- He shall always comply with all legal requirements in respect of the required bus transportation service and shall be the holder of all licenses, permits and insurance that may be required in terms of the contract and all applicable legislation.
- The Tenderer when tendering must supply copies of all legally and administratively required licenses and insurance documents, as part of the tender documents. Should any other vehicle than those tendered for be used when the contract starts, these documents should be provided to the Matla Power Station's Fleet Officer prior to commencement of the service.
- The Supplier acknowledges that he has insurance cover in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, and undertakes to supply Eskom Holdings Limited with proof of such insurance cover.
- The bus drivers must always be in possession of valid Public Transport Permits (PDP operator's card). The bus drivers must be able to produce their permits on demand to the Matla Fleet Officer or his representative.
- Immediately upon award of the contract, the Supplier will submit to the Matla Power Station Fleet Officer certified copies of the following: All drivers' ID's, all drivers' PDP's, Registration certificates of busses, COF's of busses, Road transportation permit.
- When appointing a new driver, the Matla Fleet Officer must immediately be notified, and the driver's documentation provided.
- All contract drivers will be tested for an Eskom driver's permit and will be issued with such a permit.
- Failure to comply with this requirement will lead to the immediate cancellation of the contract as well as compensations claims by Eskom Holdings Limited against the Supplier for consequential recovery / extra expenditures.

Vehicle specifications:

ALL VEHICLES SHALL ADHERE TO FOLLOWING ESKOM DOCUMENT: 32-345 Eskom Vehicle Safety Specifications which stipulates the following minimum specifications for Mini and Midi Buses:

"3.1 Standard minimum specifications"

...

- i. All vehicles that are tested for NCAP in South Africa/Europe will comply with the Euro NCAP 4 rating.
- ii. Factory-fitted antilock braking system (ABS).
- iii. Factory-fitted driver and passenger airbags.
- iv. Alarm/immobiliser – factory-fitted. Factory-fitted power steering.
- v. Tyres in conformity with the manufacturer's specifications for the intended work
- vi. Two emergency warning triangles (in all vehicles).

- vii. Factory-fitted air conditioner
- viii. Factory-fitted seatbelt reminder.
- ix. Daytime running lights for all vehicles travelling on open roads. (When the ignition is in the “on” position, lights should switch on automatically.)
- x. Vehicles not fitted with daytime lights must use the dipped lights (also called driving lights) in the “on” position for daylight driving (all vehicles).
- xi. Reverse beeper shall be standard on all heavy commercial vehicles, buses, and construction equipment, or vehicles being used on construction sites.

In addition to the standard minimum specifications and in compliance with the provisions of the National Road Traffic Act, as amended, all minibuses shall meet the following basic specifications:

- SANS-approved three-point safety belts for every seat.
- No fold-up or jockey seats.
- A speed warning sign shall be displayed on the back of the minibus in accordance with the National Road Traffic Act.
- Yellow reflective tape shall be fitted in compliance with the National Road Traffic Act requirement.
- The driver’s seat shall be adjustable and partitioned in compliance with the National Road Traffic Act specification.
- The tyres shall comply with the manufacturer’s specification for commercial use. Tyres of two different makes or models may not be fitted on the front axle. The front tyres should always be the same.
- The minibus shall have at least one emergency exit for every 12 passengers.
- Panel vans or vehicles designed for goods delivery may not be converted into a minibus.
- A sign should be affixed to the vehicle to indicate that the bus is equipped to transport people with disability.

“Midi-bus and bus safety specifications”

In addition to the standard minimum specifications and in compliance with the provisions of the Road Traffic Act, as amended, all midi-buses and buses shall meet the following basic specifications:

- SANS-approved safety belts for every seat.
- No fold-up or jockey seats.
- A speed warning sign shall be displayed on the back of every midi-bus/bus.
- Yellow reflective tape shall be fitted in compliance with the National Road Traffic Act specification.
- The driver’s seat shall be adjustable. The driver’s compartment shall be partitioned in compliance with the National Road Traffic Act specification.
- The tyres shall comply with the manufacturer’s specification. Tyres of two different makes or models may not be fitted on the front axle. The front tyres should always be the same.
- The midi-bus/bus shall have at least two identified emergency exits for every 12 passengers.
- Steps shall have anti-slip treads.
- A panel van or vehicle designed for goods delivery may not be converted into a midi-bus.
- Identified buses and midi-buses transporting employees with disabilities should be wheelchair-friendly to accommodate a wheelchair entering the vehicle. A sign should be affixed to the vehicle to indicate that the bus is equipped to transport people with disabilities only if the vehicle has been designed to transport disabled people.

ADDITIONAL REQUIREMENTS FOR VEHICLES

- All buses must be fitted with tinted side windows and curtains/blinds.
- 14-seater buses must not be older than 2 years (Proof of registration) when the contract commences.
- Minibuses must not be older than 2 year (proof of registration) when the contract commences.
- Buses must be fitted with On Board Computer with active tracking system which will be paid for and fitted by Eskom Holdings SOE.
- No AMC, Tata or buses that are not build on a bus chassis will be used for Matla.
- All buses must comply with the Road Transportation act.
- Reverse-park distance control sensor for all vehicles

ADDITIONAL REQUIREMENTS FOR DRIVERS

- All drivers will do induction before they resume work and must comply with the following:
- Have a Driving/operations permit
- Valid Medical Fitness to drive/operate (Red Ticket).
- Do pre-operational inspections / vehicle checklist

- Know and obey all Traffic signs and rules.
- Prohibition of the use of mobile phones.
- Adhere to hazardous and restricted area access control rules.
- Stop or restrict operation due to abnormal environmental conditions (for example, rain, high winds, fog), including “Go - No Go” criteria as advised by the contract manager or representative.
- All new drivers appointed during the period of contract must do induction before starting with the contract and documentation submit to the Matla Fleet Management Department.

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
VMU	Vehicle Monitoring Unit

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

In the TSC3 the *Contractor’s* plan is his “design” for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

Contractor to plot his Routes and mark them on a map as Route A, B C etc

Plan on dealing with industrial action, vehicle breakdowns or drivers awol.

Plan to manage their Mix. (driver behaviour)

The extent of the *Contractor’s* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer’s* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor’s* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor’s* plan.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	Matla Power Station	Contractor Manager, Safety Officer
Overall contract progress and feedback	As and when required	Matla Power Station	Contractor Manager and Contract Supervisor
Safety Engagement Session	As and when required	Matla Power Station	Contractor Manager, Safety Officer
Main SHE committee meetings	Monthly	Matla Power Station	SHE Manager

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

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

2.3 Contractor's management, supervision and key people

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme Contractor to show organogram and appoint a 2nd in charge for when the supervisor is not on site from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

Contractor to show organogram and appoint a 2nd in charge for when the supervisor is not on site.

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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 SOC
MATLA POWER STATION
KRIEL-DELMAS ROAD
KRIEL
2271

and include on each invoice the following information:

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

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

2.7 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

2.8 Records of Defined Cost to be kept by the Contractor

Any claim to non-scheduled journeys and / or distances must be supported by properly kept records of such occurrences, but any of these trips should have been pre-approved by the contract manager.

2.9 Insurance provided by the Employer

The Supplier must have insurance cover in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, and undertakes to supply Eskom Holdings Limited with proof of such insurance cover. Eskom does not provide insurance for the contractor or the employees travelling home-work-home.

2.10 Training workshops and technology transfer

All drivers to complete the Eskom driver permit training and receive and Eskom driver permit. Any new drivers should be inducted by sharing the route information as well as the safety requirement requested by Eskom.
At the end of the contract, the contractor must transfer their knowledge of passengers, and specially the routes to the new contractor.

2.11 Design and supply of Equipment

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

2.12.1 Equipment

None

2.12.2 Information and other things

Bus route plan and time schedule.

2.13 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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5.11	Tests and inspections		Error! Bookmark not defined.
5.11.1	Description of tests and inspections		Error! Bookmark not defined.
5.11.2	Materials facilities and samples for tests and inspections		Error! Bookmark not defined.
6	List of drawings		Error! Bookmark not defined.
6.1	Drawings issued by the <i>Employer</i>		Error! Bookmark not defined.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

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

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

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

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

3.2 Environmental constraints and management

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

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

3.3 Quality assurance requirements

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

4 Procurement

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

4.1 People

4.1.1 Minimum requirements of people employed

All

4.1.2 BBBEE and preferencing scheme

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

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

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

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

4.2.2 Subcontract documentation, and assessment of subcontract tenders

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

4.2.3 Limitations on subcontracting

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

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Specifications

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

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

4.3.2 Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

4.3.3 Contractor's procurement of Plant and Materials

All vehicles with their safety equipment should be supplied by the contractor. All vehicles provided shall not exceeds 7 years of age.

4.3.4 Tests and inspections before delivery

All vehicles should be inspected by a Fleet department representative prior to commencement of the service.

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

Eskom will provide, install, and maintain the Vehicle Monitoring Unit in each vehicle that the contractor will be using for Matla Power Station. Eskom will also arrange for the removal of this equipment after the contract end.

All other Plant and Materials are to be provided by the *Contractor*.

4.3.6 Cataloguing requirements by the Contractor

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

5 Working on the Affected Property

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

- The *Contractor* applies for temporary access permits (*Contractor's Permit*) at the Security gate, prior to the Possession Date.
- The *Contractor* personnel are required to be in possession of a *Contractor's Permit* at all times.
- All *Contractor* personnel are issued with a temporary access permit (*Contractor's Permit*) which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- All *Contractors'* permits are submitted to Protective Services when the workers leave the site after completion of the works.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- This list is delivered to Protective Services, or is faxed to (017) 615 2602
- The list, identified with the *Contractor's* name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - *Service Manager* signature
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- To speed up the process of gaining access to the site, the *Contractor* compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- A special Tool List form is available at Protective Services.
- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
- The *Contractor's* visitors and all personnel conform at all times to the security arrangements in force at the site.
- Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Employers* Representative, one day before the visit and submitted to the *Employer's* Protective Services office.
- Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles are allowed on site.
- Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- Contract Vehicle Applications are directed to the *Employers* Representative.
- The *Contractor* is restricted to the working areas associated with his place of work.
- The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly forbidden, except for loading purposes.
- No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.

5.1.2 Eskom Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

Rule 1: Open, Isolate, Test, Earth, Bond, And / Or Insulate before touch - that is any plant operating above 1 000 V.

Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.

Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.

Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.)

Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

- Matla Power Station Health and Safety Standards
- Specifications for *Contractors* attached to the Invitation to Tender. This procedure will be handed over during tender enquiry and will enable the successful Tenderer to compile a Health & Safety plan that has to be approved by the *Employer* prior to commencement of work.
- Compliance with Eskom & Matla No Smoking Policy
- Adhere to the OHS Act 85 of 1993
- All staff will undergo Safety Induction, presented by Matla Risk Management Department
- *Employer's* site regulations, covering the following:
 - Clean lines
 - Storage of material
 - Safety precautions and fire prevention
 - Permits to work
 - Other *Contractor's* work
 - Representation of *sub-contractors*
 - Constant Supervision for hot work
 - Handing over of *works*
 - *Contractor's* Site
 - Disposal of waste, oil residue and sludge
 - Hot Work permit for welding
 - Working at heights
 - Working in and around an area that contains flammable substances
 - Testing for combustible gases
 - Availability of fire extinguishers when working in an area that contains flammable
 - Substances

5.2 People restrictions, hours of work, conduct and records

The *Contractor* provides the necessary resources to carry out the *service* as stated in the Service Information.

The *Contractor* provides everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the *Employer* is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work as stated in the Service Information

It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. The *Service Manager* shall have access to all records of the *Contractor* and Subcontractor at any time when deemed necessary.

5.3 Health and safety facilities on the Affected Property

Any emergency equipment or fire suppression systems to be utilized by the *Contractor* when an emergency arise

Please refer to SHE Requirements for *Contractors* – Refer to RSR0001 Heading 8.1

5.4 Environmental controls, fauna & flora

General environmental requirements referred to in section 3 above, Matla Power Station ISO14001

5.5 Cooperating with and obtaining acceptance of Others

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

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.6 Records of *Contractor's* Equipment

The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.

All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.

All Equipment including hired should be inspected and approved before accepted on site.

The *Contractor* will keep records of all hired Equipment to execute the Service Information

5.7 Equipment provided by the *Employer*

It is the responsibility of the *Contractor* to provide his Equipment list to the *Service Manager* with all calibration certificates etc.

The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection and lighting (etc) on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

Refuse Disposal

The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

Supply of Electricity

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- The *Contractor* is to make provision for the necessary extensions and plug points.
- All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*
- The *Contractor* will adhere to the Electrical Installation Regulations of 1992

Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are 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* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

Toilet Facilities

The *Employer* provides the *Contractor* access to toilet facilities in the plant during execution. The *Contractor* to provide toilets for their employees on the contractors yard as per the OSH Act. Temporary chemical toilets are provided by the *Contractor* where deemed necessary.

5.8.2 Provided by the *Contractor*

- The *Contractor* shall provide, for his own use adequate size offices.
- A cleaning service must also be provided.
- Domestic rubbish will be removed free of charge.
- The *Contractor* shall dismantle and clear off site all such infrastructure at the discretion of the *Service Manager* on completion of the contract.
- No such dismantling and clearance work shall be carried out without prior approval by the *Service Manager*.
- Any electrical equipment or appliances used by the *Contractor* shall conform to the applicable South African Safety standards and Matla standard PSR 010, and shall be maintained in safe and proper working condition.
- The *Employer* shall have the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

Site Location

-
- The boundary of the site is within the Power Station boundary fences.
- The *Contractor* is to mark the boundaries of his site clearly.
- The *Contractor* is to ensure that all his material and equipment is always within the boundaries of his site.
- A site for the *Contractor* will be provided if needed. (The exact position will be determined on site).
- The *Contractor* will ensure further treatment of the yard area to keep all neat and tidy at all times.
- The *Contractor* shall also include for such items as security, watch and access arrangements to his yard area.
- The *Contractor* shall not occupy any site area other than that located to him
- On completion of the service on Site, all areas allocated to the *Contractor* shall be re-instated to their former condition to the satisfaction of *Employer*

Contractor's site requirements

- The *Contractor* supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete performance of the *service*
 - Including the following:
 -
- The *Contractor's* yard should adhere to sound housekeeping, failing with this the *Employer* may use another *Contractor* to clean up the *Contractor's* yard. These costs will be carried by the *Contractor*.
- Any damage to installed lighting is repaired at the *Contractor's* expense.
- The reticulation of electricity, water and any other services required by the *Contractor* from a supplied central distribution point.
- Hazardous Substances to be contained as per Eskom requirements.
- Transportation on and off site
- Telephone connections may be available, and the *Contractor* applies via the *Services Manager* for a connection. Connection fees and calls are for the *Contractor's* account.
- Compressed air and gases
- Maintenance of lay-down and storage areas
- Electric panels and distribution wiring for erection and within *Contractor's* yard
- Security of *Contractor's* yard
- Temporary lighting to ensure safe working conditions.

Accommodation

The provision of accommodation for *Contractor's* personnel is the responsibility of the *Contractor*.
The *Contractor* or any of his employees or subcontractors is not allowed to use the *Employer's* dining facilities. The shop next to the Canteen building may be utilized by the *Contractors*.

5.9 Control of noise, dust, water and waste .

All waste introduced to and/or produced on *Employer's* Premises by the *Contractor* for this order, must be handled in accordance with the minimum requirements for the Handling and Disposal of hazardous waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry 1994 Ref.: BN0621-16296-5. (A copy of this document is available at the Power Station for reference purposes).

Provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area

No hazardous waste may be stored for a period of more than 90 days on the Matla Power Station's premises
Ensure that all hazardous waste is disposed of at a licensed Class H disposal site. A copy of the hazardous waste disposal certificate must be submitted to the *Service Manager*.

Ensure that the *Contractor's* site does comply with the general good housekeeping practices. Redundant material will be removed to allocated sites. No scrap shall be stored in the *Contractor's* yard. Scrap is to be cleared from Site daily.

5.10 Hook ups to existing works

Any work performed at heights, must adhere to the correct safety standards, procedures and specifications stated in the Health and safety risk management of Matla Power Station. Refer to RSR0001 heading 5.7

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The *Contractor* gives at least 48 hours in advance notification to the Supervisor or the Authority for inspection/test and hold or witness points, which require their attendance. The *Contractor* confirms readiness for inspection at least 24 hours prior to the test.

The *Contractor* ensures that all work has been fully inspected, accepted and documented prior to requesting any inspection by the Supervisor.

The *Contractor* and the *Employer* provide materials, facilities and samples for tests and inspections as stated in the Service Information.

5.11.2 Materials facilities and samples for tests and inspections

The *Contractor* shall ensure that surfaces to be protected are inspected in order to evaluate extent of surface preparation for which he will be responsible. All inspection arrangements with Matla Power Station Engineering Department will be made 24 hours in advance.

7. Communication

The *Contractor* shall address all communications (after contract award) including telefaximilies to:

Project Manager
Matla Power Station
Private Bag X5012
Kriel
2271

Att :
Tel :
Cell :
Fax :
E-Mail :

All communications from the *Contractor* shall carry the Enquiry Number or Contract Number after Contract Award, as well as the Title of the Works. All communication by the *Contractors* shall go through the buyer.

They shall be headed with the subject of the communications, and be numbered sequentially on the basis of the subject of the communication.

No recruiting is allowed on Eskom property. (Eskom property includes the area outside the main security gate).

6 List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title

C4: Site Information

PART 4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C4	Site Information	2
	Total number of pages	3

PART 4: SITE INFORMATION

General description

The Matla Power Station is situated approximately halfway between Bethal and Ogies on the R545, being just over 30 km from each town and 10 km north-west of Kriel town.

Matla Power Station is situated in a summer rainfall area with an average annual precipitation of about 750 mm falling almost entirely during the months of October to April. The average rainfall per month generally exceeds 40 mm during this period, although drought periods do occur which can last for 20 days or longer. Drought periods occur most frequently during the months of October/November and March/April. January is statistically the highest rainfall month with an average monthly rainfall of about 130 mm. June has the lowest rainfall with an average monthly rainfall of about 7 mm.

Approximately 85% of the annual rainfall occurs in the summer months and heavy falls of 125 to 150 mm occasionally occur in a single day. The annual average number of thunderstorms is about 75. These storms are often violent with severe lightning and strong (but short-lived) gusty winds and are sometimes accompanied by hail. This region has among the highest hail frequencies in South Africa; about 4 to 7 occurrences (depending mainly on altitude) may be expected annually.

January is normally the hottest month with an average daily maximum temperature of 27°C with a mean daily temperature in winter being about 16°C. Winter average daily temperatures vary from 18, 5°C maximum to -1°C minimum. The extreme temperatures recorded range from 34, 7°C to minus 12, 4°C for the period 1920 - 1984. (Source: Weather Bureau, Pretoria)

Winds are generally light to moderate except during thunderstorms. Generally, the prevailing wind directions are from the North West during the day and from the east at night. During daytime, the prevailing winds are from the north-western direction. During night-time, the prevailing winds are from the north-eastern direction. The highest recorded average wind speed is 17, 6 km/hour. The average wind velocity over the year is 14, 5 km/hour.

(Source: Brewer & Conlin, 1996, Reference 4, page 2.5.)

Existing buildings, structures, and plant & machinery on the Site

Not applicable. The *Contractor* to specify any information required if necessary.

Subsoil information

Not applicable. The *Contractor* to specify any information required if necessary.

Hidden services

All known services will be brought to the attention of the *Contractor* by *Employers Representative*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Employers Representative* who will issue instructions as to what actions are to be taken.

The protection of all pipes, gauges and plant is of extreme importance. Should any damage take place, which is due to the *Contractors* negligence, another *Contractor* will be brought onto site to affect repairs. All costs will be to the account of the *Contractor* who caused damage.

Other reports and publicly available information

The assumed 1 in 10 year rainfall figures are:

Month	Cumulative rain (mm)	No of days with rainfall > 10mm
January	200	6
February	150	6
March	120	5
April	110	4
May	40	3
June	20	2
July	30	2
August	30	2
September	60	3
October	140	6
November	160	7
December	170	6