



NEC3 Term Service Contract (TSC3)

Zolani Mdleleni
PQE: Quality officer
Reviewed on:
2026/07/24

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

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

for Conservation maintenance for the Duynefontyn Nuclear
Site

Contents:	No of pages
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

CONSERVATION MAINTENANCE FOR THE DUYNEFONTYN NUCLEAR SITE

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	Not Applicable	

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)*

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	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: Additional conditions of contract
	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, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Mrs Jurina le Roux

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

Address	R27 (West Coast Road) Koeberg Nuclear Power Station	
Tel	021 522 1257	
Fax		
e-mail	lerouxju@eskom.co.za	
11.2(2)	The Affected Property is	Duynefontyn Nuclear Site
11.2(13)	The <i>service</i> is	Conservation Maintenance for the Duynefontyn Nuclear Site
11.2(14)	The following matters will be included in the Risk Register	Matter notified as early warnings; and Decisions resulting from risk reduction meetings.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 October 2026
30.1	The <i>service period</i> is	5 year
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	end 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	4 weeks.
51.4	The <i>interest rate</i> is	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

(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.

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	None
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 service 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).
	Address	[•]

Tel No. [•]
Fax No. [•]
e-mail [•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	The prices of the services will remain fixed for 12 months for the first 12 months of the contract period, there after 10% of the goods will remain fixed and the remaining 90% will be adjusted in accordance with SEIFSA Table C3 (All Hourly-Paid Employees in South Africa). The contract price adjustment will apply annually from the contract start date. Base date – 1 May 2024
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.

X17	Low service damages Recover the cost of having equipment corrected by other people if the Contractor fails to correct the Defect within the specified time. This is applicable to all equipment repairs as instructed by the <i>Service Manager</i> and executed by the <i>Contractor</i>.
X18	Limitation of liability
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
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 the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • 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 At 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 5 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

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

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

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

Z11 Ethics

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

Affected Party	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,
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 <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,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u>

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 required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)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	

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

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	As per price list in section C2.2
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - 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.

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The *Employer* requires the services for Conservation Maintenance of the Duynefontyn Nuclear site. These services consist of general conservation maintenance work, including, but not limited to Invasive species clearing and maintenance, road repairs, fence installation and maintenance, conservation monitoring, fire prevention and firefighting, maintenance of conservation equipment and installations.

1.2 *Employer's requirements for the service*

The contract will have multiple components:

1. Supply of staff to perform the services for the conservation maintenance work at the Duynefontyn site. The Contractor will provide the Conversation officers (Supervisors with a laptop, cell phone and data) and maintenance contract staff
2. Supply of herbicide for invasive species clearing and maintenance.
3. Maintenance and repair of the Eskom equipment used for invasive species clearing and maintenance at cost plus
4. Maintenance and repair Eskom firefighting equipment at cost plus
5. Maintenance and repair of Eskom ground water supply equipment at cost plus.
6. Maintenance and repair of Eskom remote-controlled access gates at cost plus.
7. Maintenance and repair to Eskom electrical faults at cost plus.
8. Maintenance and repairs of Eskom bush cutters at cost
9. Supply PPE to staff at cost plus
10. Training for Brush cutter, chainsaw, herbicide and 4X4 at cost plus

As part of the service, the Supplier will be required to supply a staff to perform the scope of work on an as and when required basis. The staff as a minimum will include:

Eleven (11) general workers, one (1) Conversation officer – Supervisor and one (1) Conservation Mechanical Officer – Supervisor

The scope of work will include, but not be limited to the following on the Duynefontyn site:

Contractor to the supply workers and will include but not be limited to general nature reserve maintenance activities such as:

- Implementation of the Land Management Plan.
- Invasive plant clearing and maintenance as per the Invasive Species Control Plan.
- Cleaning of facilities and gardening,
- Gravel road maintenance,
- Maintenance of reserve structures,
- Maintenance of hiking trails and mountain bike trails,
- Erosion control and repair,
- Fence replacement, maintenance and repair
- Clearing and maintenance of fire breaks
- Firefighting and prescribed burning
- Assistance with preparation for events such as sporting events, flower shows and open days,
- General conservation maintenance related duties as might be required on an as and when required basis (e.g. game counts, game captures and assist with translocation of game, relocation of fynbos plants, rehabilitation of disturbed areas, etc).

All works must be performed in strict accordance with (Occupational Health and Safety Act).

Responsibility of the Conservation Officer (Supervisor) will include but not be limited to:

Day to Day duties:

- Supervision of workers always while performing work.

- Do risk assessments and update the risk assessments and pre-job briefs.
- Do PPE checks.
- Perform equipment and Portable Electrical Equipment safety checks and report defects to *Service Manager*
- Open and lockup workshop.
- Update timesheets. File must be kept at office.
- Organize teams for the day and complete pre job Briefs for workers on a daily tasks.
- Allocate vehicles and equipment. See that the right equipment for every task is issued.
- Check that equipment issued register is up to date and signed by everyone.
- Make sure the person that drives mobile equipment and vehicles and does the inspection checklists and driver risk assessment before leaving workshop.
- Ensure perfect housekeeping is applied.
- Assist Eskom Environmental Officer where needed.
- Reporting of SHE incidents.

Responsibility of the Conservation Mechanical Officer (Supervisor) will include but not be limited to:

Day to Day duties:

- Supervision of workers always while performing work.
- Perform vehicle checks.
- Operation, maintenance and repair of mechanical equipment and vehicles.

Manager

- Open and lockup workshop.
- Update timesheets. File must be kept at office.
- Assist Eskom Environmental Officer where needed.
- Reporting of SHE incidents.

Weekly & monthly duties:

- Weekly meeting with Eskom's Environmental Officer.
- Draw up a weekly planning schedule.
- Keep SHE file up to date with regards to weekly and monthly checklists and all relevant information.
- Do 2 behavioural observations per week.
- Give a weekly safety talk and attend safety meeting once a month with Eskom Environmental Officer.
- Draw up a maintenance, patrol and inspection schedule.
- Make sure maintenance and inspection checklists are up to date and schedules are implemented.
- Write a monthly report as per prescribe format.

Workers will have the following training and experience:

- Must be literate and physically fit.
- Experience in invasive plant species identification and eradication methods. Minimum 1 year is a requirement.
- Veld firefighting training and a minimum of one year experience.
- Valid herbicide usage training and experience.
- Valid brushcutter, chainsaw and chipper training.
- At least two of the workers must valid first aid training (Level 2).
- At least one worker must possess a valid code C driver's licence and must be an experienced tractor operator. This driver must also have a valid Public Drivers Permit. Driver must have 4x4 driver training.
- At least three of the workers must possess a valid code B licence and must be an experienced tractor operator. This driver must also have a valid Public Drivers Permit. Driver must have valid 4x4 training.

The Conservation Officer -Supervisor will have the following training and experience:

- National Diploma in Nature Conservation or minimum 5 years valid nature reserve management experience.
- Must have a valid Code EC driver's licence and Public Drivers Permit.
- Must have experience in staff management and supervision.
- Must have technical skills i.e., repair of pumps, irrigation, fencing, mechanical equipment maintenance etc.
- Must have alien vegetation clearing experience and a Pest Control Operator (PCO) licence.

- Report writing skills.
- Must know how to use GPS and maps.
- Safety rep and risk assessment training and must be fully conversant with the OHS Act.

The Conservation Mechanical Officer -Supervisor will have the following training and experience:

- National Diploma in Nature Conservation or minimum 5 years valid nature reserve management experience.
- Must have a valid Code EC driver's licence and Public Drivers Permit.
- Must have experience in staff management and supervision.
- Must have technical skills i.e., repair of pumps, irrigation, fencing, mechanical equipment maintenance etc.
- Must have alien vegetation clearing experience and a Pest Control Operator (PCO) licence.
- Report writing skills.
- Must know how to use GPS and maps.
- Safety rep and risk assessment training and must be fully conversant with the OHS Act.

Personal Protective Equipment (PPE) to be supplied by the contractor:

The supplier will issue each staff member with the following PPE (note PPE will be checked monthly and must be replaced if worn out)

- 2 pairs of overalls,
- 2 raincoats,
- 2 pairs of steel tip safety shoes,
- 1 pair gumboots,
- Hat for sun protection,
- Sunblock SPF 40+,
- Safety glasses UV protected.
- Hearing protection
- Dust masks
- Leather work gloves (replaced as needed)
- Rubber uvex gloves (replaced as needed)
- Chainsaw pants
- Chainsaw overall top
- Chainsaw hard hat with hearing protection
- Chainsaw gloves
- Hardhat with chin strap
- Reflector vest

Service requirements:

The following services will be required:

- All work shall be carried out under the supervision of an experienced supervisor.
- All personnel performing the work associated with this specification shall have the necessary skills and training to perform the work, to the required standard and quality level
- The Contractor always maintains a harmonious relationship with and co-operates with the Employer and or their employees who may be involved.
- The Contractor employs in and about the Provision of the Works only such persons that are careful, competent and efficient in their job and the Employer reserves the right to object to and require the Contractor to remove from the Works forthwith any person employed by the Contractor in or about the Provision of the Works who, in the opinion of the Employer, misconduct's himself or is incompetent or negligent in the proper performance of his duties and such person is not again employed for the Works without the written permission of the Employer.
- The Contractor ensures that the Contractor's employees are reasonably fluent in the language of the contract which is English

1.3 Interpretation and terminology

The *Service Manager* will indicate abbreviations and terminology in future communications during execution of the contract.

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The *Contractor* will follow 1.2 Employer's requirements for the service

2.2 Management meetings

The *Contractor* will follow 1.2 Employer's requirements for the service

2.3 Contractor's management, supervision and key people

The *Contractor* will follow 1.2 Employer's requirements for the service

2.4 Provision of bonds and guarantees

Not Applicable

2.5 Documentation control

The *Contractor* will follow 1.2 Employer's requirements for the service as well as reading the contract in conjunction with the user requirement specifications and the various annexures covering Health and Safety, Environmental and Commercial considerations. A further inclusion around documentation control is the need to incorporate the Supplier Development and Localisation component as part of the contractual commitment, this accounts for the appointment of 2 students for every year of the contract as part of a development programme and upskilling of these individuals. (Refer to the SDL&I commitment p

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to
The Accounts payable section
Koeberg Nuclear Power Station
Private Bag X10
Kernkrag 7440
South Africa

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

Not Applicable

2.8 Records of Defined Cost to be kept by the *Contractor*

Contractor to keep records for processing assessment of all costs plus and services rendered.

2.9 Insurance provided by the *Employer*

Refer to applicable Z clauses 12

2.10 Training workshops and technology transfer

Not applicable

2.11 Design and supply of Equipment

Not applicable

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

2.12.1 Equipment

Not applicable and its services rendered

2.12.2 Information and other things

All stock provided by Contractor and after assessment to be kept by Eskom

2.13 Management of work done by Task Order

The works to be done after Task order is issued.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

Health and safety risk management

- 3.1.1** The Contractor shall comply with the health and safety requirements contained in SHE Specification and the approved safety file. Eskom reserves the right to review the SHE Specification to address the Operational risks and the contractor shall comply with the latest SHE Specification as amended at no cost.
- 3.1.2** The OHSACT 37(2) agreement must be signed by Employer and Contractor/service provider's representatives.
- 3.1.3** The Contractor OHS professional must conduct internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.
- 3.1.4** The Contract Custodian must conduct inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.
- 3.1.5** The Contractor may be selected during internal and/or external Eskom Power Station audits to verify compliance to legal and contractual OHS requirements. The Contract Custodian will communicate this at relevant time periods and the contractor shall avail themselves for this audit.
- 3.1.6** Below are minimum Safety requirements to be adhered to by contractors/service providers, to gain access to Eskom Power Stations:
- 3.1.6.1.1.1** Valid Medical fitness certificate
- 3.1.6.1.1.1.1** Clearance from SAPS or accredited service provider linked to SAPS AFIS system not older than thirty (30) days
- 3.1.6.1.1.2** Identification document (RSA ID or equivalent)
- 3.1.6.1.1.3** National Drivers Licence (applicable to drivers)
- 3.1.6.1.1.4** Adherence to the Eskom Life-saving rules 3 Buckle up and 4, Be Sober

Rule	Description of 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
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

3.1.6.2 Applicable risk based Personal Protective Equipment

3.1.6.3 Valid letter of good standing (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing be expired.

3.1.7.4 The contractor/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000. Note: Induction will only after the above documents have been submitted and accepted by Eskom.

3.1.2 Key Performance Indicators

Contractor/service provider Management Key Performance Indicators (KPI's)

1. Maintain Health and Safety file and compliance to the health and safety plan, Eskom SHE specification and applicable legislation as amended.
2. Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
3. Contractor must develop, Implement and monitor near miss reporting strategy / programme (reporting of near misses).
4. Comply to Planned Job Observation programmes.
5. Maintain Zero Fatalities for the duration of the contract.
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incidents must be reported immediately or before the end of shift that the incident took place.
8. All incident investigations must be completed within 10 days of the occurrence of an incident.

9. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
10. Close audit findings as per the recommended time frames as per audit report or action raised in SAP QIM.
11. Close Non-conformance as per the recommended time frames in SAP QIM.

Note: Monitoring of the above mentioned KPI's will take place through regular audits and inspection.

3.1.3 Contract completion and sign-off

On completion of the project/contract, Eskom team (led by the Contract custodian) involved in the project together with the Contractor shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the Contract custodian shall ensure that the below requirements are met:

- a. Close all incidents and audit findings.
- b. Clean the respective yard and ensure good housekeeping where the contractor was working.
- c. Contractor shall submit safety statistics and a safety file to Eskom BU Safety department for closeout and filling.
- d. Completion of a closeout report (Gx OHS Post Contract Review) to close the contractual work.

On completion of the project/contract, Eskom team (led by the Contract custodian) involved in the project together with the Contractor shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the Contract custodian shall ensure that the below requirements are met:

Close all incidents and audit findings.

Clean the respective yard and ensure good housekeeping where the contractor was working.

Contractor shall submit safety statistics and a safety file to Eskom BU Safety department for closeout and filling.

Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work.

Gx Post Contract reviews (replaced 32-726 Annexure D)

In addition, refer to Z clauses 6 and 1.2 Employer information for the service.

3.2 Environmental constraints and management

4 Refer to Z clauses 6 and 1.2 Employer information for the service

4.1 Quality assurance requirements

Contractor to comply with 1.2 Employer's requirements for the service

5 Procurement

5.1 People

5.1.1 Minimum requirements of people employed

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

5.1.2 BBBEE and preferencing scheme

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

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

Skills Development is critical in ensuring upskilling of staff for the duration of the contract.

✓ The successful tenderer will be obligated to skill one candidate for every R5 Million spend cumulatively through purchase orders/instructions awarded to the supplier, as per table below.

Skills Type	Output NQF Level	Eskom Target	Tenderers Proposal
Lifting Machine Operations	NQF 3	1	
Horticulture	NQF 2	1	

Field Ranger	NQF 1	1	

✓ Skills development beneficiaries to be identified within the 16-kilometre radius of Duynesfontein.

✓ The tenderer will be expected to submit a letter of competence/proof of attendance/service contract/certificate of compliance as proof that a candidate has been appointed for work experience. The supplier will be required to implement this requirement a month after the threshold is reached.

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: Tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

5.2 Subcontracting

5.2.1 Preferred subcontractors

Not Applicable

5.2.2 Subcontract documentation, and assessment of subcontract tenders

Not Applicable

5.2.3 Limitations on subcontracting

Not Applicable

5.2.4 Attendance on subcontractors

Not Applicable

5.3 Plant and Materials

5.3.1 Specifications

Not Applicable

5.3.2 Correction of defects

All Equipment repairs completed by the contractor to have defects repaired within 2 weeks

5.3.3 Contractor's procurement of Plant and Materials

Applicable in pricelist

5.3.4 Tests and inspections before delivery

Not Applicable

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

Invasive species eradication equipment

5.3.6 Cataloguing requirements by the *Contractor*

Not Applicable

6 Working on the Affected Property

All workers to complete 335-68, *Fitness for Duty Process for Staff who are Required to Perform Work at the Nuclear Operating Unit*

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

To be managed by the Eskom Environmental Officer

6.2 People restrictions, hours of work, conduct and records

Only Authorized person allowed on the site, as per 335-68, *Fitness for Duty Process for Staff who are Required to Perform Work at the Nuclear Operating Unit*

All working hours, standby, overtime will be stipulated by the *Service Manager* in the task order

6.3 Health and safety facilities on the Affected Property

As per Z Clause 6 or as instructed by the *Service Manager* for the Health and Safety of staff

6.4 Environmental controls, fauna & flora

As instructed by the *Service Manager* or Eskom Environmental Officer

6.5 Cooperating with and obtaining acceptance of Others

Not applicable

6.6 Records of Contractor's Equipment

Not applicable

6.7 Equipment provided by the Employer

Invasive species eradication equipment

6.8 Site services and facilities

6.8.1 Provided by the Employer

Office area, ablution facilities and electricity provided of the designated office and stores

6.8.2 Provided by the Contractor

Not Applicable

6.9 Control of noise, dust, water and waste

Not applicable

6.10 Hook ups to existing works

Not Applicable

6.11 Tests and inspections

6.11.1 Description of tests and inspections

All equipment used to be pre-inspected for use and fit for purpose

6.11.2 Materials facilities and samples for tests and inspections

not applicable

7 List of drawings

7.1 Drawings issued by the *Employer*

Not Applicable

C2.2 the *price list*

Item nr	Description	Number of employees	Hourly Rate		Total Price
1	Conservation Mechanical Officer – Duynefontyn Supervisor Hourly rate	1			
2	Conservation Mechanical Officer – Duynefontyn Supervisor – Overtime Mon-Sat	1			
3	Conservation Mechanical Officer – Duynefontyn Supervisor – Overtime Sun/Public	1			
4	Conservation Officer – Duynefontyn Supervisor Hourly rate	1			
5	Conservation Officer – Duynefontyn Supervisor – Overtime Mon-Sat	1			
6	Conservation Officer – Duynefontyn Supervisor – Overtime Sun/Public	1			
7	Conservation General Workers Hourly rate – Driver code C	1			
8	Conservation General Workers Hourly rate – Driver code C - Overtime Mon-Sat	1			
9	Conservation general Workers Hourly rate – Driver code C - Overtime Sun/Public	1			
10	Conservation General Workers Hourly rate – Driver code B	3			
11	Conservation General Workers Overtime Mon-Sat – Driver code B	3			
12	Conservation General Workers Overtime Sun/Public – Driver code B	3			
13	Conservation General Workers Hourly rate	7			
14	Conservation General Workers Overtime Mon-Sat	7			
15	Conservation General Workers Overtime Sun/Public	7			
				Cost +%	Price
4	Supply of herbicide for invasive species clearing and maintenance on				

	an as and when required basis.				
5	Supply of spares for invasive species clearing and maintenance equipment on an as and when required basis.				
6	Maintenance and repair of equipment used for invasive species clearing and maintenance on an as and when required basis.				
7	Maintenance and repair of ground water supply equipment on an as and when required basis.				
8	Maintenance and repair of remote controlled access gate on an as and when required basis.				
9	Maintenance and repair bush cutters on an as and when required basis				
10	Supply of listed PPE per year				
11	Training				

The total of the Prices