



NEC3 Term Service

Short Contract (TSSC3)

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

and

for For the Dust Fall Out Monitoring, Data Analysis,
Reporting and Maintenance of Dust Buckets at
Kendal Power Station

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Documentation prepared by: Tshilidzi Vilane

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

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

Dust Fall Out Monitoring, Data Analysis, Reporting and Maintenance of Dust Buckets to Kendal Power Station

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

Or: Examined the draft contract as listed in the acceptance section and agreed to provide this offer

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.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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:**

Eskom Holdings SOC Ltd

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Eskom Holdings SOC Ltd

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'.

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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)

Eskom Holdings SOC Ltd

Name & signature of witness _____

Date _____

C1.2 Contract Data

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 NEC3 Term Service Short Contract (April 2013) (TSSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[•]” - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
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.	[•]
	E-mail address	[•]
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Tshilidzi Vilane
	Address	Private Bag x7272 Witbank 1050
	Tel No.	013 647 9382
	Fax No.	086 566 4708
	E-mail address	rabedzt@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	
11.2(5)	The <i>service</i> is	Dust Fall Out Monitoring, Data Analysis, Reporting and Maintenance of Dust Buckets at Kendal Power Station
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	01 August 2022

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

30.1	The <i>service period</i> is.	60 months
13.2	The <i>period for reply</i> is	Two (2) weeks
50.1	The <i>assessment day</i> is the	2- 3 weeks
51.2	The interest rate on late payment is	N/A
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
82.1	The <i>Employer</i> provides this insurance	as stated for "Format TSSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	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

93.2(2)	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 London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
The <i>conditions of contract</i> are the NEC3 Term Service Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which 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 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination

² If the previous edition applies change 'April 2013' for 'September 2009'.

³ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z5 Health, safety and the environment

- Z5.1 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*:
- 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 *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.
- Z5.2 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.2

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.4

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

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,
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- 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 amounts due on termination are those intended in core clauses 92.1 and 92.2.
- 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.

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 TSSC3 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" policy which may be in place for the *Employer's* portion of the property affected by the *service* or against the *Employer's* "assets" policy which may be in place for the *Employer's* portion of the property affected by the *service*, 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 property affected by the *service* and the nature of the insurable event.

3. The *Contractor* is required in terms of Contract Data for clause 82 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* 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 TSSC3**' 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 to cover his risks as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "the *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". 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. Part 2 of the contract will include a requirement for the tendering contractor to identify the cost of insurance which he has allowed for in his Prices, given the foregoing guidance, either as a separate priced item or
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

Data provided by the *Contractor* (the *Contractor's* Offer)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	As per the price list
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	As per the price list

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description	Unit	Quantity	Rate	Price
1	Monthly sample collection and replacement of the dust buckets with covers to protect against rain and birds interference	Monthly	60		
2	Maintenance and servicing of the monitoring network	Monthly	60		
3	Replacement of stolen/damaged equipment (As and when required)	Each	10		
4	Conduct a monthly analytical report to be provided for each of the sampling period	Monthly	60		
5	Conduct a monthly insoluble gravimetric analysis on 16 samples by a SANAS approved laboratory. This process should be based on ASTM D1739 standard as stipulated in the National Dust Control Regulation (Regulations No. 827)	Monthly	60		
6	Chemical analysis of dustfall samples and source (bulk) samples to better understand the source of dustfall. This is based on chemical analysis using XRF, XRD and ICP analysis on all samples dust fall and source. (As and when requested)	Each	50		
7	Guaranteed after-sales service in regard to advice and assistance with the interpretation of findings, and implementation of recommendations made in these reports including travelling to the station/site for meetings.	Monthly	60		
8	Annual dust fall network audit.(Annually)	Yearly	5		
9	The compilation and electronic submission of detailed annual reports. (Annually)	Yearly	5		
10	Health and Safety (5years)	Sum	1		
11	TOTAL VALUE				

Note:

- The above prices exclude VAT, but include consumable, accommodation (if applicable), bonuses (if applicable) transport & travelling costs and all other associated costs.
- ♦ **Suppliers are not, under any circumstances, to deviate from the required stipulated format for the provision of pricing.**

CONTRACTOR:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

Part 2

HEALTH AND SAFETY

Item	Description	Qty	Price each/ person	Total price
1	Medical (only if annual medical certificate expired)			
2	Health and Safety File	1		
3	Safety Training			
4	Health and Safety Officer (if <40 employees)	N/A		
5	Site establishment and de-establishment	N/A		
6	Hard hats strip			
7	Overalls			
8	Gloves			
9	Shoes			
10	Hearing protection			
11	Safety goggles			
12	Safety harnesses			
13	Dust mask(FFP2)			
14	First Aid box for every 50 employees			
TOTAL VALUE FOR HEALTH & SAFETY IS FOR THE TOTAL CONTRACT PERIOD				R

NOTE:

The above prices excludes VAT

- * Training: 1) Includes Manual, Assessment Documents, Theoretical Training, Practical Training & Panel Test.
2) Receipt must be provided to the Instructor as proof of payment before training will commence.
3) Payments to be made to the Finance Department, Kendal Power Station. GL Account 750400 CC 311407

It is compulsory for the Contractor to visit Kendal Safety Department after contract award and before any work may commence to:

- 1) Be appointed in writing, and
- 2) Sign an Agreement according to Section 37(2) of the Occupational Health and Safety Act No 85

CONTRACTOR:

.....
PRINT NAME

.....
SIGNATURE

ESCALATION

Fixed prices/rates are preferred for the full contractual period. However, should the tenderers be unable to offer fixed prices/rates for the full contractual period of three (3) years, the only escalation acceptable to Eskom will be as follows

FIXED:

YEAR 1: 01 August 2022 – 02 August 2023

ESCALATION:

YEAR 2: 02 August 2023 – 02 August 2024

YEAR 3: 02 August 2024 – 02 August 2025

YEAR 4: 02 August 2025 – 02 August 2026

YEAR 5: 02 August 2026 – 31 December 2027

DESCRIPTION	PERCENTAGE (%)	INDICES BASED ON (e.g. SEIFSA)
Fixed	Minimum of 15%	
TOTAL	100%	

Prices will be fixed for the first year. Thereafter, prices will be subject to an annual increase in accordance to indice/s stated above. 15% of the prices will remain fixed and 85% will be subject to escalation. Base date: 01 August 2022

Please choose **one** of the following:

A) PRICE/RATES SUBJECT TO ESCALATION CLAUSE ABOVE?	YES		NO	
---	------------	--	-----------	--

OR

B) PRICE/RATES WILL BE FIXED FOR THE FULL CONTRACTUAL PERIOD?	YES		NO	
--	------------	--	-----------	--

Contractor:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

C3: Scope of Work

C3.1 Service Information

Dust fall out monitoring system from different dust sources around Kendal Power Station. Dust fall out monitoring buckets shall be collected and replaced with new ones on a monthly basis. The collection and replacement of the buckets shall be done after 30 to 31 days of each month. The data and the final report must be submitted within two or three weeks after the replacement of the buckets.

1. Description of the service

- Initial contractual meeting at Kendal Power to discuss the project plan and to view the locations of the samplers.
 - Safety, health and environmental (SHE) compliance prior to commencement of work. This will include one meeting with the Kendal Power Station safety representative, submission of a safety file (including medical certificates), and SHE inductions.
 - SHE compliance will occur annually for the duration of the project.
 - Monthly bucket preparation for 16 buckets.
 - Monthly collection and delivery of 16 buckets.
 - Monthly insoluble gravimetric analysis on 16 samples.
 - Monthly compilation and electronic submission of one detailed report.
 - Quarterly project meetings/Client requested meetings at Kendal Power Station.
 - The compilation and electronic submission of detailed annual reports.
 - Annual dustfall network audit.
 - Provision of ten replacement buckets over the contract period.
 - Provision of ten replacement samplers over the contract period.
 - Installation of ten replacement samplers over the contract period.
 - Guaranteed after-sales service in regard to advice and assistance with the interpretation of findings, and implementation of recommendations made in these reports.
 - The installation is based on one sampler per day. This provides the worst case scenario
 - Chemical analysis of dustfall samples and source (bulk) samples to better understand the source of dustfall. This is based on chemical analysis using XRF, XRD and ICP analysis on all samples (dustfall and source).
- a. Provision of 50 chemical analyses (ICP, XRD and XRF) on dustfall filters for the duration of the contract.
- b. Provision of once-off chemical analysis (ICP, XRD and XRF) on six types of source samples:
- i. ash waste;
 - ii. Coal stockyard material;
 - iii. The road around the ash dump;
 - iv. The road around the coal stockyard;
 - v. Agricultural road; and

vi. Agricultural field.

A final monitoring report must meet all the requirements stipulated in regulation no. R827 (Dust fall out regulation and shall include at least the following:

Introduction

Site description (including coordinates) and condition of monitoring network.

Likely sensitive receptors

Map of the monitoring network and dates of sampling.

Monthly dust fallout results reported against relevant dust fallout standards (graphical representation and interpretation of results).

A short conclusion and recommendations.

The appointed supplier to assess if additional dust monitoring buckets will be required for the continuous Ash Dump construction activities

2.Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		
Monthly bucket preparation for 16 buckets		
Monthly collection and delivery of 16 buckets		
Monthly insoluble gravimetric analysis on 16 samples		
Monthly compilation and electronic submission of one detailed report.		
Quarterly project meetings/Client requested meetings at Kendal Power Station.		
The compilation and electronic submission of detailed annual reports		
Annual dust fall network audit.		
Provision of ten replacement buckets over the contract period		
Provision of ten replacement samplers over the contract period		

Installation of ten replacement samplers over the contract period.		
Chemical analysis of dustfall samples and source (bulk) samples		

4. Constraints on how the *Contractor* Provides the Service

4.1 Sequence and timing of work and on the methods and conduct of work

Stolen/damaged samplers and buckets (Vandalism) and emergency situations

4.2 Meetings

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Monitoring results reports and Exceedances challenges	Ad-hoc	Environmental Management Office	Employer's Agent , Consultant
Monitoring network	Ad-hoc	Environmental Management Office	Employer's Agent , Consultant
Overall contract progress	Annually	Environmental Management Office	Employer's Agent , Consultant

4.3 Use of standard forms

All correspondence between the Contractor and the Employer shall follow the following rules

All letters bears the sender's signature

1..Correspondence sent via e-mail

1.1Sender

1.1.1 The letter is saved in PDF format and send as an attachment to the receiver

1.1.2 The email subject field contains only the doc reference number as described in point

1.1.3The e-mail body may contain informal text but is not contractually binding

1.2Receiver

1.2.1 The receiver replies to the e-mail received, ensuring that the complete message from the sender is included in the message as an attachment. This attachment includes the letter in PDF format

1.2.2 In his/her reply the receiver includes the following text on the first line of the Message Body:
"Acknowledgement of Receipt. This acknowledgement of is contractually binding and serves as proof that the letter was delivered to the receiver's address

1.2.3 When a reply to a letter is required, e.g. "Acceptance of documentation" the receiver now becomes the sender and the procedure under 3.1 and 3.2 is followed with the receiver writing a letter with a new reference number as described under point 9

1.3 Correspondence delivered by hand

1.4 Sender- The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and prepares two copies of the letter for delivery

1.5 Receiver- The receiver signs both copies of the letter upon receipt and returns a signed and dated copy to the sender

2 Correspondence by fax

2.2 Sender – The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and returns it to the sender by fax.

Receiver – Upon receipt, the receiver signs and dates the letter and return it to the sender by fax, acknowledgement of receipt.

3.4 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

Name and address of the *Contractor*

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4740101508;

The total of

The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;

Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,

Other amounts to be paid to the *Contractor*;

Less amounts to be paid by or retained from the *Contractor*;

The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

(add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

These two requirements do not apply where the consideration (VAT inclusive amount) is less than R3 000,00.

Scanned tax invoices sent by e-mail are not acceptable to Eskom Holdings SOC Limited- only original tax invoices are considered for payment.

Address where invoices are to be forwarded

invoiceseskomlocal@eskom.co.za

3.5 Records of Defined Cost

N/A

3.6 SD& L Requirements

This enquiry is open to suppliers/contractors that have B-BBEE status level of 1 to 4.

Tenders shall submit the following Mandatory Returnables:

Valid and Certified copy of a B-BBEE Certificate issued by a SANAS Accredited Verification Agent,
or

Valid and Certified Copy of a Fully Completed B-BBEE Sworn Affidavit for EME's or QSE's , **or**

Valid and Certified Copy of a B-BBEE Certificate issued by CIPC for EME's.

Note: Joint Ventures can only submit a Consolidated, Valid and Certified Copy of B-BBEE Certificate issued by a SANAS Accredited Verification Agency specific for this tender.

In addition, the following documents must be submitted:

tenderers shall submit certified copies of CIPC registration documents;

Certified Identity Document(s) of Company Shareholders or Members;

• ;

Certified copy of Shareholders certificate [for Pty (Ltd) entities].

3.7 BBEE and preferencing scheme

This enquiry is open to suppliers/contractors that have B-BBEE status level of 1 to 4.

3.8 Cataloguing requirements by the *Contractor*

N/A

4. Requirements for the plan

N/A

5. Services and other things provided by the *Employer*

Item	Date by which it will be provided
Ablution facilities	As and when required

6. Property affected by the service

N/A

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis

Task Order No. [●] service [●]
 To: [●].....
 (Contractor)

(for *Employer*)

(for *Contractor*)

(for *Employer*)