



NEC3 Term Service

Short Contract (TSSC3)

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

and

for **UT and MP Testing**
At Palmiet Pumped Storage Scheme

Contents: Compiled in accordance with CIDB Standard for Uniformity in
Construction Procurement (May 2010 amendments)

Part C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data provided by the *Employer*

C1.2 Contract Data provided by the *Contractor*

Part C2 Pricing Data

C2.1 Pricing assumptions

C2.2 Price List

Part C3 Scope of Work

C3.1 Service Information

Pro Forma Task Order

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Diemen**

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:

UT AND MP TESTING AT PALMIET PUMPED STORAGE SCHEME

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

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

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:**

.....
date

.....
(Insert name and address of organisation)

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)	Shivana Maharaj	Date:.....	
Capacity	Snr Engineering Manager		
for the Employer	Eskom Holdings SOC LTD % Peaking Generation 15 Pasita Street Rosenpark 7530		
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		Shivana Maharaj
Capacity		Snr Engineering Manager
On behalf of	(Insert name and address of organisation)	Eskom Holdings SOC LTD % Peaking Generation 15 Pasita Street Rosenpark 7530
Name & signature of witness
Date

C1.2 Contract Data

Data provided by the *Employer*

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
If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:		
14.5	Name	Stuart Van Diemen
	Address	Eskom Brackenfell, 01 Eskom Road, Brackenfell, South Africa
	Tel No.	+27 21 941 5919
	E-mail address	vDiemeS@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	to carry out all the actions of the <i>Employer</i> in this contract
11.2(5)	The <i>service</i> is	UT and MP Inspections at Palmiet Pumped Storage Scheme
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 "Scope of Work" of this contract.
30.1	The <i>starting date</i> is.	30 January 2023 extending to 30 June 2023
30.1	The <i>service period</i> is.	5 months
13.2	The <i>period for reply</i> is	5 days during off-site period 5 hours during the on-site period of works
50.1	The <i>assessment day</i> is the	On completion of each task order
51.2	The interest rate on late payment is	0% per complete week of delay.
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	Refer Annexure A
82.1	The <i>Employer</i> provides this insurance	Refer Annexure A
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	Refer Annexure A
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).
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	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
The conditions of contract are the NEC3 Term Service Short Contract (April 2013) (to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za) and the following additional conditions Z1 to Z11 which always apply:		
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z2.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z2.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Employer</i> 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 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 *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- **Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- **Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- **Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or

	Subcontractors or the Subcontractor's employees,
• Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
• Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
• Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
• Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z 11.1.	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z 11.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Service for this reason.
Z 11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> 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 <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

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 Eskom Insurance Dept.

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" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.

Insurance cover 83

- 83.1 The *Contractor* provides the insurances stated in the Insurance Table.
- 83.2 The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the end of the *service period* or a termination certificate has been issued

INSURANCE TABLE

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	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.</p>
Loss of or damage to Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.</p>
Loss of or damage to Equipment	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.</p>

The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>
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

Insurances by the Employer 86

The *Employer* provides the insurances stated in the Insurance Table below.
The *Contractor* will be liable for the applicable deductible, if any.

INSURANCE TABLE

Insurance against	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	As per the insurance policy document.
Project insurance	As per the insurance policy document.
General and Public Liability	As per the insurance policy document.
Environmental Liability	As per the insurance policy document.
Transport (Marine)	As per the insurance policy document.
Motor Fleet and Mobile Plant	As per the insurance policy document.
Terrorism	As per the insurance policy document.
Cyber Liability	As per the insurance policy document.

- Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
- If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
- Further information and full details of all Eskom provided policies and procedures may be obtained from:
http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_

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)¹ 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	0%
63.2	The percentage for overheads and profit added to other Defined Cost is	0%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
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]:	R[•] excluding VAT [in words] [•] excluding VAT
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]:	R[•] excluding VAT [in words] [•] excluding VAT

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

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

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	P&Gs				
1.1	Site Establishment(offices, storage shed)	1	sum		
1.2	Transport	15	days		
1.3	Accommodation	17	days		
1.4	PortableToilets	1	Sum		
1.5	Compliance with Employers Safety requirements, Compile Health & Safety File	1	Sum		
1.6	Site De-establishment(offices, storage shed)	1	Sum		
2	Level iii Coordinator for 13 days	104	Hours		
3	Level iii Coordinator for 2 Saturdays(Over time Rates)	16	Hours		
4	4 x Level ii technicians for 13 days	416	Hours		
5	4 x Level ii technicians for 2 Saturdays(Over time Rates)	64	Hours		
6	4 x Assistants for 13 days	416	Hours		
7	4 x Assistants for 2 Saturdays(Over time Rates)	64	Hours		
8	Additional scaffolding where deemed necessary	1	sum		
9	Detailed Report on all findings as per the scope	1	sum		

The total of the Price excluding VAT

Part 2 RATES

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

Item no.	Description	Unit	Rate
	Transport vehicle	Km	
	Accommodation per person per night	day	
	T&S per person per day	day	
	Flights per return economy ticket	Ea	

Document reference

No of
pages

	This cover page	1
C3.1	<i>Employer's</i> Service Information	
C3.2	<i>Contractor's</i> Service Information	
	Total number of pages	

C3: Scope of Work

C3.1 Service Information

1. Description of the service

The waterway at Palmiet Pump Storage Scheme consists of the following:

Steel lined Section

- Headrace tunnel - 750m long, 6.2m diameter
- 55 degree inclined shaft - 130m long, 6.2m diameter
- Pressure tunnel - 487m long, 6.2m diameter
- Penstock - 561m long, 5.4m diameter
- 2 x incl. penstock shafts - 131m & 134m long, 3.9m dia.

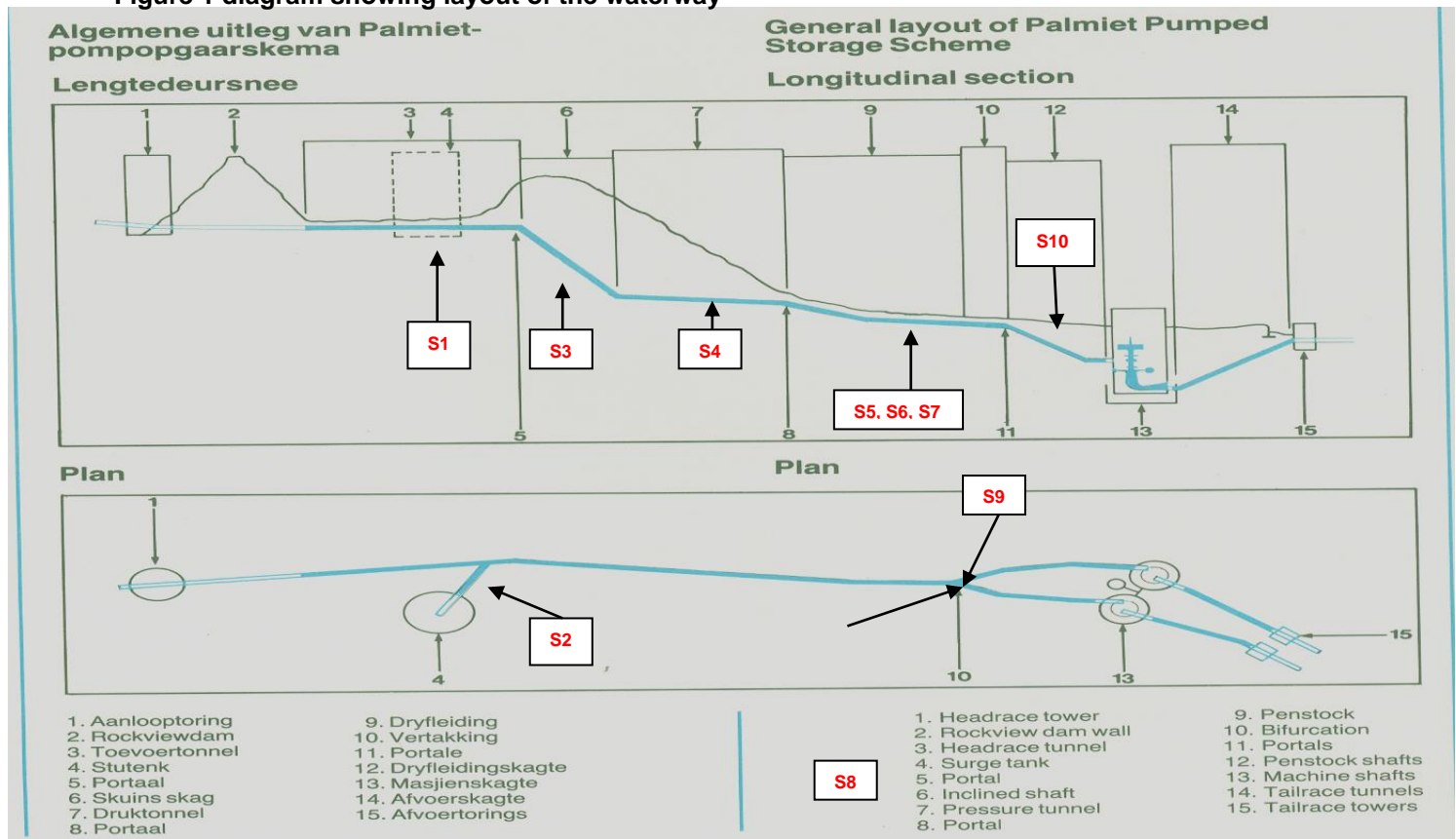
Concrete lined Section

- 2 x tailrace tunnels - 84m and 57m long

The steel lined section of the waterway is coated with an epoxy coating system of Copon Hotcote DW and Sigmaguard EHB.

The welds of the steel lined section of the waterways are to undergo NDT as per the inspection philosophy set out by Eskom Sustainability and Innovation Department(S&I). These inspections are required to ensure the safe operation of the system.

Figure 1 diagram showing layout of the waterway



SECTION	CAN	DESCRIPTION
S1	Cans 1 to 102	Headrace tower to top of incline shaft
S2	Cans 103 and 350 to 353	Surge tank branch pipe and throttle
S3	Cans 104 to 120	Incline shaft incl. upper & lower bends
S4	Cans 122 to 189	Bottom of incline to pressure tunnel
S5	Cans 190 to 231	Pressure tunnel to taper section
S6	Cans 232 to 252	Pressure tunnel to down stream of bend
S7	Cans 253 to 270	Pressure tunnel to the bifurcation
S8	Cans 271	Bifurcation
S9A and 9B	Cans 272 to 274 and 292 to 293	Horizontal section of penstock branches
S10A and 10B	Cans 275 to 287 and 294 to 305	Incline penstock shafts

The waterway is to be dewatered during the period:

Unit 1 – 13th February 2023 to 17th May 2023

Unit 2 – 13th February 2023 to 02th April 2023

Both units will be out from the 13th February 2023 to the 17th May 2023 for a period of 107 days. Inspections and repairs will be done during this time.

INSPECTION REQUIREMENTS

Highly stressed sections of the waterways are classified as Group 1 and lower stressed sections are classified as Group 2. The bifurcation (or taurus) is not classified under any of these and is treated separately.

Group 1 sections include:

- All longitudinal welds in ROQ-TUF (RQT) material
- All manholes including all the welds of the can in which the manhole is installed
- All welds on cans with a change of section
- All welds on cans with a change in material
- All triple points (intersection of longitudinal and circumferential welds) in RQT material

Group 2 sections include:

- All circumferential welds
- All longitudinal welds in BS1501 material

The inspection philosophy specifies that all Group 1 sections will be inspected by an approved surface and volumetric non-destructive-examination (NDE) technique. These sections can be inspected progressively but should be inspected at least every 15 years.

Group 2 sections are to be progressively inspected by an approved surface inspection technique only and at least every 20 years. Should any defects be detected further sizing using ultra sound techniques (UT) is required.

The bifurcation is to be inspected by an approved surface and volumetric NDE technique at least every 8 years.

The following guidelines are given when indications are found in Group 1 materials:

- 1) Defects detected by AET, ET and MT that exceeds 50 mm length must be evaluated by UT and disposed of during the same outage.
- 2) Defects detected by AET or ET with depths less than 3 mm must be sized by UT and disposed of within three ISI's (6 years).
- 3) Defects detected by AET or ET with depths greater than 3 mm and less than 6mm must be assessed by UT and disposed of within the next ISI (3 years).
- 4) Defects detected by AET or ET with depths greater than 6 mm must be assessed by UT and disposed of within the same ISI.

For group 2 materials the guidelines are:

- 1) Defects detected by AET, ET and MT that exceeds 50 mm length must be assessed by UT and disposed of during the same outage.
- 2) Defects detected by AET or ET that exceeds 6 mm in depth (> 2 mV) must be assessed by UT during the same outage and disposed of.

- 3) Defects detected by AET or ET with depths less than 6 mm (<2 mV) must be sized by UT within three ISI's (6 years) and disposed of.

The following guidelines apply to the bifurcation:

- 1) Defects detected by AET, ET and MT that exceeds 25 mm length must be evaluated by UT and disposed of during the same outage.
- 2) Defects detected by AET or ET with depths less than 3 mm must be assessed by UT and disposed of within the next two ISI's (4 years).
- 3) Defects detected by AET or ET with depths that exceed 3 mm must be **assessed by UT and disposed of within the same ISI.**

INSPECTION HISTORY

- **Headrace Tunnel – Can 01 to 104 (Group 2):**

All cans have been fully or partially inspected at the latest in 2012..

- **Inclined Shaft – Can 105 to 121 (Group 2)**

All cans have been fully or partially inspected since 2012. A number of indications all smaller than 2mm are reported up to ISI14. These have to be re-inspected by 2029.

- **Pressure Tunnel – Can 122 to 171 (Group 2)**

All cans have been fully or partially inspected since 2001. A number of indications, all smaller than 2mm, are reported up to ISI15. These sections have to be re-inspected in 2016. A flaw in can 146 has been monitored from ISI to ISI and no propagation/change was again noted in 2012 during ISI14. Can 121 to 171 was missed in ISI 16 due to flooding. This needs to be inspected in the next ISI.

- **Pressure Tunnel – Can 172 to 230 (Group 1)**

All cans have been fully or partially inspected since 2003. Twenty defects were identified by automated eddy current inspections that are between 3 to 6mm. 13 of these were re-inspected by manual UT in 2008 and all of these were found to be non-recordable i.e. below 5mm. It is thus concluded that these defects have not propagated/changed since 2005. NOTE:

Large manufacturing defect in can 217 identified and repaired in 2008 (ISI12).

- **Penstock – Can 231 to 270 (Group 1)**

All cans have been fully or partially inspected since 2013.

- **Bifurcation – Can 271**

Can 271 was fully inspected by AET and partially by UT in 2017 (ISI17). No recordable indication. A full inspection to be done in 2025.

- **Penstock Shaft 1 – Can 272 to 291 (Group 1)**

All inspections have been fully or partially completed since 2008 (ISI 12).

- **Penstock Shaft 2 – Can 292 to 309 (Group 1)**

All inspections have been fully or partially completed since 2013 (ISI15).

- **Spiral Casings**

No record of inspections at this time.

- **Surge Tank- Can 350 to 355**

AET inspections of can 350 to 355 conducted 2012 (ISI14). No indications reported in information covering ISI5 to ISI14.

- **Manholes 1 to 4**

These have been fully inspected in 2012 (ISI10) and number of small indications (less than 2mm) are reported. A 0.6 and 3mm indication were detected for manhole 2 and 3 respectively (ISI15) but are reported not to have changed since ISI5.

It is planned with the upcoming outage to do NDE, Eddie Current testing, on the welds of the waterways to meet the minimum requirement as stipulated in the inspection philosophy.

The positions of the longitudinal welds are as follows:

When looking down steam

- 1) staggered between the 10 O'clock and 11 O'clock positions
- 2) staggered between the 3 O'clock and 4 O'clock positions
- 3) staggered between the 7 O'clock and 8 O'clock positions

Positions of the welds required to examined are as per tables 1, 2 and 3:

Concerning Indications Found During ISI 16:

None

Figure 2 ISI 18 Proposed Inspection

Current scope for ISI 18 assume full access and no scaffolding limitations

Automated ET	Scan	Can start	Can end
	circ+long	121	171
	circ+long	271	271
	circ+long	272	291
	circ+long	350	355

Standard platforms will be required to be erected inside the waterways in order to access these positions.

These platforms will be erected and controlled by a rope access contractor.

The NDE inspectors must liaise with the access contractor in terms of where the platforms will be required and in accordance with the NDE inspection program.

Access into the waterway is via a 600mm diameter manhole.

All equipment and plant materials are required to enter and exit via this manhole.

Suitable lighting will be provided by site for contractors to enter and exit the manholes however contractors are to arrange there own lighting in order to carry out their duties. Electricity points are available at the manholes.

The Contractor removes all debris from the tunnel and transports it to a designated spoil dump. All materials, plant and equipment are removed and all personnel evacuated from the waterway prior to the specified time for closure of the tunnel as indicated in this document and more specifically defined by the power station during the course of the outage.

There is no guarantee that the invert of the waterways will be 100% dry. In recent years the top gate has been unable to seal completely resulting in a stream of between 100mm to 300mm wide running down the centre.

		area	headrace tunnel										inclined shaft		pressure tunnel										penstock					penstock shaft 1					spiral casing	penstock shaft 2			spiral casing	surge tank		
dates		description	cone	dam	m1	m2	split	top of	bottom of	flow	transition	ports	m3	bend down	m4	transition	bend up	bifurcation	pipe 1	bend down	bend up	m5	pipe 2	bend down	bend up	m6	350	353	355													
		Can numbers	0		44	100	103	104	105	121	146	171	190	200	231	259	262	271	272	275	286	291	292	295	306	309	350	353	355													
31-Mar-98	A ET UT MT ET	194 46 177				95	100	clock + 70°	clock + 105																																	
22-Nov-99	A ET UT MT ET	745 71 26			44	circ			100						195	200																										
29-Mar-01	A ET UT MT ET	570 65 16			45				100																																	
14-Feb-02	A ET UT MT ET	385 ????? 35							105	120	121	(3 welds short)			159																											
20-May-03	A ET UT MT ET	572+279 129 129 ???		8		37							122	154																												
21-Apr-05	A ET UT MT ET	1300 57 ???			0				64			103																														
15-Mar-07	A ET UT MT ET	1332																																								
01-Sep-08	A ET UT/TOFD MT ET	1818 2331 ? ?			45				102						154	185																										
Before Feb 2012	A ET UT/TOFD MT ET																																									
20-Feb-12	A ET UT/TOFD MT ET	1346 477			0				64						186	215																										
20-Mar-13	A ET UT/TOFD MT ET																																									
18-Jan-16	A ET UT/TOFD MT ET																																									
21-Feb-17	A ET UT/TOFD MT ET																																									
06-Sep-19	A ET UT/TOFD MT ET																																									
11-Feb-23	A ET UT/TOFD MT ET																																									

Color codes

Completed partial inspection

Completed full inspection

proposed partial (L welds)

proposed full

8 and 15 year cycles

scaffolding used for this portion

2. Specifications

Reference number	Title	Date or revision	Tick if publicly available
SANS 1200	SANS Series Standardized Specifications for Civil Engineering	latest	
240-105658000-	Supplier Quality Management Specification	Latest	
R1010	Construction Regulations –No.	2003	✓
OHSA No 85 Of 1993	Occupational Health and Safety Act	1993 As amended	✓
No. 19519	National Environmental Management Act of 1988		
240-83539994	Eskom NDT Personnel Approval (NPA) for Quality Related Special Processes on Eskom Plant Standard		
240-83540088	Requirements for Non-Destructive Testing (NDT) on Eskom Plant Standard		
GGR 0992	Plant Safety Regulations		

Drawings issued by the *Employer*

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

Drawing number	Revision	Title
0.48/20249	Rev. 0	Inclined shaft and Surge Tank connection
0.48/21261	Rev. 1	Pressure Tunnel
0.48/21262	Rev. 1	Bifurcation and Portals of Penstock Shafts
0.48/20252	Rev. 0	Penstock Shafts

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

The *Contractor* provides

- **Accommodation and Transport**

The contractor provides accommodation and transport for all his staff.

- **Ablution facilities**

The contractor may arrange portable facilities as required.

- **Telephone facilities**

Telephone facilities are not provided. The contractor shall make arrangements for his own telephone facilities.

Items to be supplied by the contractor in his tender

The Contractor is to submit a bar chart program detailing how he is to execute the works within the stipulated dates. The inspection program as a minimum must indicate:

- The day duration.
- The activity as to what type of NDE will be done.
- The access platforms that will be required.

The contractor provides a method statement that describes in detail how he intends to execute the work.

The contractor must submit quality control plan and check sheets for the work.

3.1 Meetings

Before any work can commence on site the *Contractor* and all staff is to attend site induction. The Contractor is to allow 2 hours for this. All personal will be required to submit copies of their identity documentation at this point.

The Contractor will be required to sign on to the workers register each morning and sign out each afternoon. A responsible person (RP) will be appointed by site and will be responsible for the area where the works is taking place. The RP will be responsible for ensuring that everyone signs on and off the register, ensure that everyone is aware of the Eskom rules and will confirm that the area is still safe for work. The *Contractor* must notify the RP of the daily work plan prior to execution of works.

The Contractor is to hold a toolbox talk each morning before commencing with the Works to discuss the previous day's work and to ensure that everyone understands what is required of them.

When required, the Contractor must have a representative at each daily morning Outage meeting.

3.2 Use of standard forms

Standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

3.3 Invoicing and payment

Within one week of receiving a payment assessment 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 assessment certificate. **The Supplier includes the following on the Supplier's Tax Invoice:**

- Name and address of Supplier
- Supplier's VAT registration number if applicable;
- Supplier's company registration number if applicable;
- Supplier's banking details;

- Name and address of recipient;
- Tax invoice number and date of issue;
- Description of goods/ service provided;
- Period time for which the Tax Invoice is being rendered;
- Contract Number (commencing with a 46 prefix);
- Relevant Task Order Number (commencing with a 45 prefix);
- Relevant task order line item number;
- Statement whether value added tax is included or excluded;
- Invoices to be made out to Eskom Holdings SOC Ltd

All invoices to be accompanied by the Payment Assessment Certificate as issued by the Service Manager Invoices to be submitted electronically as PDF documents to:

Invoiceseskomlocal@eskom.co.za

Eskom Tax clearance and BBBEE certificate is available at:

https://www.eskom.co.za/Tenders/BBBEECertificate/Pages/Eskom_BBBEE_Certificate.aspx

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the Employer requires that the Contractor keep records of amounts paid by him for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment. [See clause 11.2(5) and 63.2]. These records need to be available on a spreadsheet in case a compensation event is agreed on

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

Not applicable in this instance

3.6 BBBEE and preferencing scheme

Contractor to ensure *Employer* has an updated valid certified copy of BBBEE certificate or sworn affidavit during contract period.. Failure to do so, could result in Eskom Vendor Management Dept blocking vendor details on Eskom vendor management system which affects payment processing of invoices

3.7 Cataloguing requirements by the *Contractor*

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

3.8 Management of work done by task order

The *Service Manager* shall issue the *Contractor* with a Task Order (commencing with a 45 prefix). This task order authorises work to be done by the *Contractor*. No works are to be executed without a Task Order

3.9 Subcontractors

All matters pertaining to subcontractors (including nominated subcontractors) and the work executed by them shall be dealt with directly between the Employer and the Contractor in the context of all subcontract work being an integral part of the works for which the contractor is responsible.

The Employer will not liaise directly with any subcontractor nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising out of the subcontract agreements shall be dealt with directly between the contractor and the subcontractor and the Employer will not become involved.

3.9 Health and Safety Risk Management

- Occupational Health and Safety Act and Regulations 85 of 1993, Eighth Edition
- Work conducted in a waterway, which is clearly defined as a confined space, can by its very nature be hazardous. In this regard potential tenderers must be able to demonstrate their ability to conduct work in confined spaces safely by producing and complying with the following

The *Contractor* shall submit a detailed and comprehensive Safety, Health and Environmental Plan as required by amongst others the Construction Regulations, General Administration Regulations, General Safety Regulations of the Occupational Health and Safety Act 85 of 1993, Eskom's SHEQ Policy 32-727, Eskom's Permit to Work System, specifically the Plant Safety Regulations that addresses work in confined spaces, 32-418 - Work at Height, 167A/271: Health and Safety Requirements for Contractors

The waterway will be slippery and the contractor is to take the necessary precautions. The contractor is to have adequate lighting and a fresh supply of torch batteries readily available. No pollution is allowed in the waterway. The contractor must contain dust and fumes.

The contractor shall take every precaution to ensure safety and to protect the works and temporary works. The contractor will be responsible for the safety and security of his personnel, materials on site and the works at all times.

The contractor adheres to the safety regulations pertaining to the power station in addition to all requirements of the occupational, health and safety act of 1993 and all later revisions thereof. The Contractor provides all the required safety equipment and clothing to his staff for the duration of the contract. Work conducted in a waterway, which is clearly defined as a confined space, can by its very nature be hazardous. In this regard potential tenderers must be able to demonstrate their ability to conduct work in confined spaces safely by producing and complying with the following:

Site Induction

The Employer performs a Safety and Environmental induction on site. This will be arranged prior to commencement of the work.

3.10 Environmental Constraints and Management

The *Contractors* attention is drawn to the fact that the Power Station is situated in a highly sensitive area with respect to the environment. The *Contractor* shall be obliged to acquaint himself with all statutory and local environmental regulations and shall adhere to these without exception

4. Requirements for the plan

The Contractor is to submit a bar chart program detailing how he is to execute the works within the stipulated dates. The program must indicate the start and completion dates and the duration of all construction activities. Take full cognizance of the contractors risk and obligations in terms of the contract. The program will be subject to acceptance by the Project Manager.

If the program has to be revised because the contractor is falling behind, the contractor shall submit a revised program showing how he intends to meet the completion date. Any proposal by the contractor to increase the tempo of work must incorporate positive steps to increase production either by the provision of more labour and plant on the site or by using the available labour and plant in a more efficient manner.

The contractor must submit with his tender, daywork rates for all personnel, materials and equipment to be used in execution of the works

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

Item	Date by which it will be provided
<ul style="list-style-type: none"> Water Supply <p>The nearest potable water connections will be indicated but it is the Contractor's responsibility to arrange for all such services required in the execution of the works. No warranty is offered or given by the Employer that the existing available water supply will necessarily be adequate for the contractors purposes nor that such supply is in any way guaranteed.</p> <p>All water for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials.</p>	
<ul style="list-style-type: none"> Potable Water <p>The Contractor makes his own connections from the location as indicated on site.</p>	
<ul style="list-style-type: none"> Electricity Supply <p>220V and 380V electrical supply are generally available in the power station complex. The nearest electrical power supply will be indicated but it is the Contractor's responsibility to arrange for all such services required in the execution of the works. No warranty is offered or given by the Employer that the existing available</p>	

electrical supply will necessarily be adequate for the contractors purposes nor that such supply is in any way guaranteed.	
The distribution of electricity shall be carried out by the contractor strictly in accordance with the applicable laws and regulations.	
<ul style="list-style-type: none"> Ablution facilities none.	Not applicable
<ul style="list-style-type: none"> Telephone facilities none	Not applicable
<ul style="list-style-type: none"> Area for Contractors Site Establishment An area in which the contractor may erect its offices, workshop, stores and other facilities, which it requires for the purposes of the contract, will be identified and pointed out at the site meeting. If, the contractor finds the area unsuitable for his requirements, he shall, at his own cost, be responsible for locating and making all arrangements necessary in securing an area suitable to meet its needs. Security to the Contractors storage or site yard is the responsibility of the Contractor.	
<ul style="list-style-type: none"> Storage yard A site yard will be indicated to the Contractor within 10km of the works.	
<ul style="list-style-type: none"> Spoil Area A spoil area will be indicated to the Contractor within 15km of the works.	Not applicable
<ul style="list-style-type: none"> Compressed Air No compressed air is available.	Not applicable

6. Property affected by the service

6.1 Directions to the Power Station

The Palmiet Pumped Storage Scheme is reached travelling on the N2 over Sir Lowry's Pass towards Grabouw. As you exit the pass, travel for approximately 10 km before you reach a sign-posted Eskom board on your right. Take this turn off and travel along the access road for another 5 km before you reach the Power Station.



Drive 54.5 km, 40 min

Directions from Airport Approach Rd to Rockview Dam Rd



GPS Co-ordinates

Latitude	Longitude
-34.196966	18.974841

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

Access to the Power station is restricted to authorized personnel only. All Contractors staff is required to be cleared by security. Gives 24hrs notice to the Employer of his intention to enter security controlled areas.

The Contractor liaises and interacts with the power station operating staff and from time to time all other Contractors working on other projects. The Contractor ensures that access routes remain open throughout the period of construction.

The Contractor has to take note of the fact that other work teams will be present in the waterway during the outage, namely:

- A NDE contractor performing MT and UT inspections on the welds.
- A corrosion/coating inspection team carrying out inspections on the steel lined section.
- A team providing access by means of mobile platforms.

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

During progress of the work and upon completion thereof, the site of the works shall be kept and left in a clean and orderly condition. The contractor shall store equipment and materials for which he is responsible in an orderly manner, and shall keep the site free from debris and obstructions.

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

To: [●]..... (Contractor)

(for *Employer*)

(for *Contractor*)

(for *Employer*)