



NEC3 Term Service

Short Contract (TSSC3)

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

and

for

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Documentation prepared by: Zandile Mnukwa

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:

Access And Inspections to The Surge and Pressure Shaft for Unit 1 And 2 at Drakensberg 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:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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) _____
Avi Singh

Capacity _____
General Manager: Peaking Power
Stations

for the Employer _____
Eskom Holdings SOC Ltd
c/o 15 Pasita Street
Rosenpark
7530
(Insert name and address of organisation)

Name & signature of witness _____
M Bester
Procurement Manager
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:

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

For the Employer

Avi Singh

General Manager: Peaking Power Stations

(Insert name and address of organisation)
Eskom Holdings SOC Ltd
c/o 15 Pasita Street
Rosenpark
7530

M Bester
Procurement Manager

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
	Tel No.	011 800 8111
	Fax No.	N/A
	E-mail address	N/A
14.5	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
	Name	Zandile Mnukwa
	Address	Drakensberg Pumped Storage Scheme Off R74 between Harrismith and Bergville Jagersrust 3354
	Tel No.	046 438 2034
	Fax No.	None
	E-mail address	MnukwaCN@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	To carry out all the actions of the Employer in this contract
11.2(5)	The <i>service</i> is	Access And Inspections To The Surge And Pressure Shaft For Unit 1 And 2
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.	06th January 2023
30.1	The <i>service period</i> is.	15 days
13.2	The <i>period for reply</i> is	Planning phase – 2 calendar days Execution phase – 5 hours
50.1	The <i>assessment day</i> is the	On completion of the 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	the amount of the deductibles relevant to the event

	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	Johannesburg, 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)¹² 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

¹ If the previous edition applies change 'April 2013' for 'September 2009'.

² 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

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** means, as the context requires, the *Contractor*, or any member thereof in the case of

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

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

Z12 Insurance

Z __12.1 Replace condition of contract 82 with the following:

Insurance cover 82

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>

Loss of or damage to equipment, plant and materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and 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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred

due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated

asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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)³ 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.
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

³ 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

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.	P&Gs				
1.1	Site establishment & de-establishment	Sum	1		
1.2	Transport	km			
1.3	Accommodation	daily			
1.4	Site Supervision	Hourly			
1.5	Compliance with Employers Safety requirements, compile Health and Safety file	Sum			
1.6	Plant, tools & Equipment. (Provide all necessary certified rigging and rope access equipment for execution of the work)	Sum			
1.7	Detailed Report on all findings as per the scope	Sum			
2.	Labour rates				
2.1	Specify – all labour required for execution incl. overtime rates	R/Hr			
3.	Transport	km			
4.	Accommodation	Daily			

Total of the Prices for Part 1

Part 2

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

The total of the Prices for Part 2

C3: Scope of Work

C3.1 Service Information

It is planned to dewater the waterway of unit 1 and 2 in January 2023. The waterway is a high pressure system consisting of a concrete pre-stressed lining. During the outage the concrete lining will be inspected and repaired if required.

The waterways at Drakensberg Pumped Storage Scheme upstream of the machine hall complex comprise the headrace tunnel, the surge shaft, the pressure shafts, the pressure tunnels and the steel lined penstocks. There are two waterways serving four generator units and these are referred to as waterways 1/2 and 3/4 respectively. The layout of these waterways is depicted on drawing No. 0.48/4821.

Units 1 and 2 which are served by waterway 1/2 were commissioned in 1981. The waterway units of 1 and 2 were last dewatered in 2016 with the last inspected in 2006. Inspections were not possible in 2016 due to severe water seepage from the gates into the waterways. Inspection and repairs were conducted in 2020. The forthcoming outage will be the fifth inspection in the life of the structure and focuses on inspections to the surge shaft and pressure shaft. The pressure shaft was inspected 15m down from the base of the surge shaft slab.

Surge Shaft

The surge shaft is lined with un-reinforced concrete which was placed as a series of pre-lining rings during sinking. The nature of construction resulted in an impermeable lining allowing free ingress of water into the rock surround.

The surge shaft has an internal diameter of 14 m. The depth of the surge shaft is approximately 86 m and the nominal thickness of the concrete lining is approximately 1050mm.

Pressure Shaft

The pressure shaft extends from the base of the surge shaft and intersects the headrace tunnel (upper pressure shaft) extending further down to the pressure tunnel (lower pressure shaft).

The upper pressure shaft is 85m deep and the lower pressure shaft is 275m deep. The total depth of the pressure shaft is 360m.

The upper pressure shaft has an internal diameter of 5.5m and the nominal thickness of the concrete lining is approximately 1100mm. The lower pressure shaft has an internal diameter of 5.5m and the nominal thickness of the concrete lining is approximately 750mm.

1. Description of the service

Access, Inspections And Repairs To The Surge And Pressure Shaft For Unit 1 And 2

The scope of work entails the following:

- The contractor must provide safe access down the surge and pressure shaft to enable inspections.
- Provide all necessary certified rigging and rope access equipment for execution of the work.
- Perform inspections to the concrete lining of the Surge and Pressure shafts.

- Repair to defective concrete lining and grouting of water leaks in the surge shaft.
- Provide safe rope access and safety rescue teams with regards to confine space requirements and be stationed at all the entrance points of the waterways (Intake tower, surge shaft, manholes, etc).
- Provide safety lines in the tunnels.
- Provide safe access and accompany engineers down the intake tower and into the headrace tunnel for inspection of the headrace tunnel.
- Install a safety net upstream of the headrace tunnel and pressure shaft intersection.
- Assist the scaffolding contractor with lowering of scaffolding down the intake tower. (This is in the event that usage of the overhead crane poses difficulty and is impractical)
- Provide a detailed inspection report.
- The Contractor submits details of method of access
- The Contractor submits method statement for execution of the work
- The Contractor submits details of similar work
- The Contractor submits details of concrete inspections and repairs.
- The extent of the leaks will be inspected and the contractor should plan his operation to repair such leaks in the time available.
- The Contractor is therefore required to have the equipment for such repairs on standby prior to the inspection. The repair materials should be readily available for purchase. However, the equipment and repair materials are only mobilised on the Employer's instruction.
- The Contractor is required to grout up areas where ground water leakage through the lining has been identified and then repaired in accordance with the contractor's specifications and method statement. It is required that the interface between the concrete lining and the rock mass be grouted locally to permanently seal off any leakage paths and stem the leakage of water into the rock mass during operating conditions and in the reverse direction when the waterway is dewatered. All drill holes and existing leakage paths in the concrete lining are to be repaired such that they form a second barrier to the leakage paths.
- The Contractor submits specifications and method of repairs based on the leak or defect to be repaired.
- The Contractor submits a quality control plan

Scope of Inspection to the concrete lining

Below is a minimal list of the inspection requirements:

- Visual inspection to determine extent of cracking and extension/propagation of cracking in the concrete lining
- Concrete erosion
- Degree of softening of the lining
- Condition of construction joints
- Water leakage
- Inspection to the Grout plugs
- Spalling
- Schmidt hammer tests for concrete strength
- Provide photographs of defective areas in the concrete

- Video with real time monitoring
- Provide a detailed inspection report
- Cover meter survey

The inspections are to be conducted in accordance with the inspection procedure used for previous inspection done on the Surge and Pressure shaft (See Appendix A of the Works Info).

Extent of the Inspection

Surge Shaft

The full extent of the internal circumference of the surge shaft must be inspected from the top to the base.

The base floor must also be inspected.

Pressure Shaft

The full extent of the upper pressure shaft must be inspected down to the intersection of the headrace tunnel.

The roof of the headrace tunnel and pressure shaft junction must be inspected.

The lower pressure shaft is to be inspected down to a depth of 15m.

2. Specifications

Reference number	Title	Date or revision	Tick if publicly available
SANS 1200	SANS Series Standardized Specifications for Civil Engineering	latest	
QM 58	Supplier Contract Quality Requirements Specification	Latest	
R1010	Construction Regulations –No.	2003	
OHSA No 85 Of 1993	Occupational Health and Safety Act	1993 As amended	
	National Environmental Management Act of 1988		
GGR 0992	Plant Safety Regulations		
Drawing number	Revision	Title	
0.48/4821	0	Layout of the Scheme	
0.48/4835	0	Surge/Pressure Shaft Intersections	
0.48/4837	0	Pressure Shaft and Tunnel Details	

3. Constraints on how the Contractor Provides the Service

The Contractor provides

- **Proof of security Screening**

Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract

- **Accommodation and Transport**

The Contractor provides accommodation and transport for all his staff

- **Telephone facilities**

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

Items to be supplied by the Contractor in his tender

- Lead time to site establishment after order is placed
- Method statement and QCP
- Reference to similar work with contact details of the references
- Bar chart program detailing how he is to execute the works within the stipulated timeframes

3.1 Meetings

Before any work can commence on site the *Contractor* and all staff to attend site induction. The Contractor is to allow 2 hours for this. Contractors are required to submit the SAPS Clearance certificate obtained by the employee along with a copy of his/her identity document or passport.

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 workers 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

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 *Contractor*;
- *Contractor's* VAT registration number if applicable;
- *Contractor's* company registration number if applicable;
- *Contractor's* banking details;
- Name and address of recipient ;
- Tax invoice number and date of issue;
- Description of goods/services provided;
- Period time for which the Tax invoice is being rendered;

- Contract Number (commencing with a 46 prefix);
- Relevant Task Number (commencing with a 45 prefix);
- Relevant Task Order line item number;
- Relevant good receipt/service entry number received from the *Employer's* Service Manager;
- Statement whether value added tax is included or excluded
- Invoices to be made out to Eskom Holdings SOC Ltd

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.

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

3.3.1 Eskom information

- Eskom Tax clearance and BBBEE certificate is available at:
https://www.eskom.co.za/Tenders/BBBEECertificate/Pages/Eskom_BBBEE_Certificate.aspx
- Eskom VAT Number is **4740101508**

3.4 Records of Defined Cost

In order to substantiate the Defines Cost of compensation events, the *Employer* requires that the *Contractor* keeps 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(2) 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 the vendor details on Eskom vendor management system which affects payment processing of invoices.

3.7 Cataloguing requirements by the *Contractor*

Not applicable

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 duration of all activities. Take full cognizance of the contractor 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 revise 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 or 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 al 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 be necessarily adequate for the contractor's purposes nor that such supply is in any way guaranteed. All water for construction purpose 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 electrical supply will necessarily be adequate for the contractor's purposes nor that such supply is in any way guaranteed.</p> <p>The distribution of electricity shall be carried out by the contractor strictly in accordance with the applicable laws and regulations.</p>	
<ul style="list-style-type: none"> Ablution facilities <p>Only available at the power station complex</p>	
<ul style="list-style-type: none"> Telephone facilities <p>none</p>	

- **Area for Contractors Site Establishment**

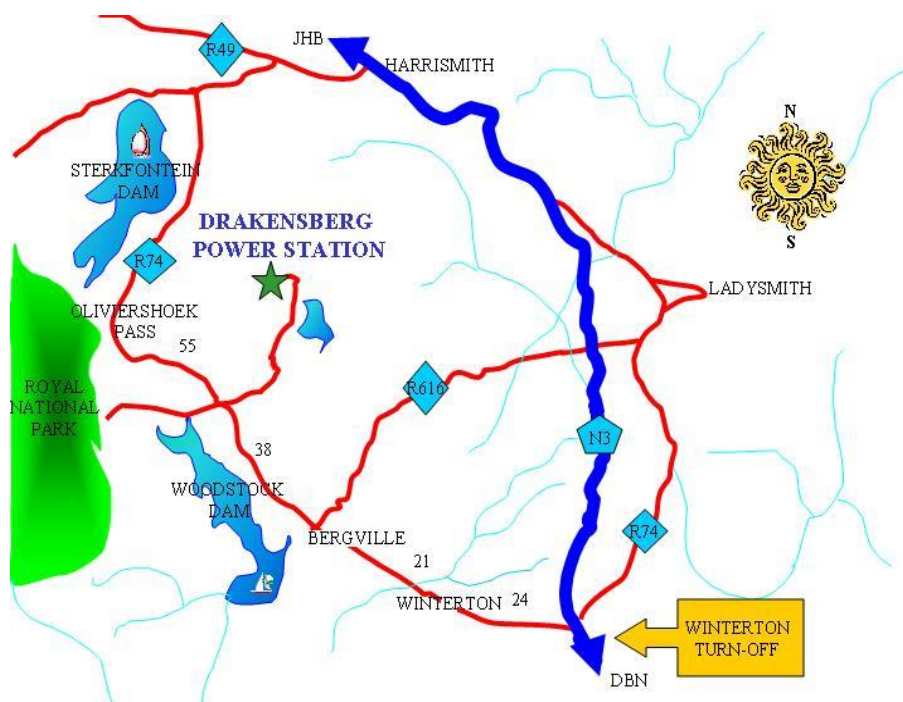
An area in which the contractor may erect its offices, workshop, stores and other facilities, which it requires for the purposes of the contract, will be identified and pointed out at the site meeting. If, the contractor finds the area unsuitable for his requirements, he shall, at his own cost, be responsible 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

- **Storage yard**

A storage yard will be indicated to the Contractor

6. Property affected by the service



Off R74 between Bergville and Harrismith

is reached from Harrismith via the R49 to Kestel. The R74 turn-off to Bergville is 2,8 kms along the R49. Turn left after 8,7 kms and travel 23,5 kms to the Natal/Free State boundary at the top of the Oliviershoek Pass. From there, travel 13,1 kms down the pass and turn left. Follow the signposted directions to the power station for approximately 9,5 Kms. The total distance from Harrismith is approximately 60 kms

GPS Co-ordinates

Site	Latitude	Longitude
Drakensberg Power Station	-28.564689187276056	29.084088524999807

Task Order

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)

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

I propose to instruct you to carry out the following task:

Description	[•]
Starting date	[•]
Completion Date	[•]
Delay damages per week	[•]

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for *Employer*)

Delay damages per week [●]

Signed: _____ Date _____

(for *Employer*)

Total of the Prices for this Task Order R _____

Signed: _____ Date _____

(for *Contractor*)

Signed: _____ Date: _____

(for *Employer*)