



NEC3 Term *Service* Contract (TSC3)

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

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

for **Supply, Maintenance and Calibration of Medical,
Occupational Hygiene and Security Equipment
across Eskom Peaking Generation Sites for a period
of 5 years**

Contents:

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CONTRACT No.

[Insert at award stage]

PART C1:

AGREEMENTS & CONTRACT DATA

Contents:	Pages
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C1.2a Contract Data provided by the <i>Employer</i>	
C1.2b Contract Data provided by the <i>Contractor</i>	

C1.1 Form of Offer & Acceptance

Offer

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

Supply, Maintenance and Calibration of Medical, Occupational Hygiene and Security Equipment across Eskom Peaking Generation Sites

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the
Tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

(Insert name and address of

Name & organisation)

signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the Tenderer:**For the Employer**

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

C1.2a Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low Service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	+27 21 941 5701
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	Marlon Williams
	Address	15 Pasita Street, Rosenpark, Durbanville, 7550
	Tel	+27 21 941 5734
	Fax	N/A
	e-mail	williamc@eskom.co.za
11.2(2)	The Affected Property is	• Acacia Power Station (PS), • Ankerlig PS, • Drakensberg PS,

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

- Durbanville,
- Gariep PS,
- Gourikwa PS,
- Ingula PS,
- Palmiet PS,
- Port Rex PS,
- Renewables PS,
- Sere PS,
- Vanderkloof PS
- Small Hydro's

11.2(13)	The <i>Service</i> is	Supply, Maintenance and Calibration of Medical, Occupational Hygiene and Security Equipment across Eskom Peaking Generation Sites
11.2(14)	The following matters will be included in the Risk Register	The Risk Register includes matters relating to uncertain future events which may affect the service of the equipment.
11.2(15)	The <i>Service</i> Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	• Five (5) working days • Immediately for health and safety related matters
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 Week of the Task Order Date
3	Time	
30.1	The <i>starting date</i> is.	The starting date is the contract date.
30.1	The <i>Service period</i> is	5 Calendar Years from the start date of the contract.
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th and 27th day of each successive month or after Completion of a Task Order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days payment term from date of acceptable Tax Invoice and all relevant supporting documentation.

51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such Service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Loss of or damage to Eskom's assets arising from activity not attributable to a failure by the Service provider to provide the Service in accordance with the Contract.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>Service</i> at intervals no longer than	Not Applicable
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African

		Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address	[•]		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	Johannesburg, 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			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	The base date is [insert the month before the month in which the enquiry closed].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	Stats SA	Index prepared by
		0.50	D4 - Consumer Price Index (All Urban Areas)	Statistics South Africa
		0.35	C3 – Labour	Statistics South Africa
		0.15	Non-adjustable	
		1.00		

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in <i>italics</i> are identified elsewhere in this Contract Data.
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X17	Low Service damages
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X17.1	The <i>Service level table</i> is:
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The Service Levels and associated Low Service Damages applicable to this Contract are set out in the Service Level Table below. Performance against these Service Levels shall be reviewed as a standing agenda item at management meetings.

Low Service Damage Description	Value Of Low Service Damages	Limit Of Low Service Damage
Contractor's Health and Safety file: Submission of SHE file two (2) weeks before start of work. Also, at intervals as required by the <i>Employer's</i> Safety Department.	1.5% of Task Order value per week	Limited to 10% of Task Order value
Quality Control Plans / Inspection and Test Plans: Three (3) days after receipt of Task Order.	1.5% of Task Order value per day	Limited to 10% of Task Order value
Submission Delays: Delays in submission of documents as detailed in this agreement.	1.5% of Task Order value per week	Limited to 10% of Task Order value
Poor workmanship: Rework due to poor workmanship	3% of Task Order value per week	Limited to 10% of Task Order value
Delay damages: Delays in completing the Task as per Task Order programme	3% of Task order value per week	Limited to 10% of Task Order value
No response of NCR within 3 Days: Not Responding to NCR's raised within 3 days of receiving the notification.	1% of fixed monthly service or Task Order for an ad-hoc service	Limited to 10% of monthly task order service value / Task Order value for ad-hoc service
Faulty or uncertified equipment "All relevant test equipment used must be accompanied with a valid SANAS accredited calibration certificate." All test gas cylinders need to be accompanied with a valid certificate of analysis.	3% of Task Order value per week	Limited to 10% of Task Order value
Accreditation gaps "Service providers need to be accredited with SANAS to perform calibration on	3% of Task Order value per week	Limited to 10% of Task Order value

equipment.”		
Calibration lapses		
“All equipment must be calibrated within 1 month prior to the calibration end date.” Prior to actual calibration the calibration must be valid at the time of each calibration.	3% of Task Order value per week	Limited to 10% of Task Order value

Low service damages are not cumulative in respect of the same underlying event or failure. Where more than one description applies to the same event, only the highest applicable low service damage applies.
The total low service damages applicable to any Task Order shall not exceed ten percent (10%) of the Task Order value in aggregate

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of: - the total of the Prices at the Contract Date and - the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	two (2) times the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for - loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), - death of or injury to a person and - infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order	

	programme to the <i>Service Manager</i> within 3 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are Z1 to Z16 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	Joint ventures
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	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.
Z3.2	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>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the <i>Service</i> .
Z3.4	Failure by the Contractor to notify the Employer of a change in its B-BBEE status constitutes a breach of this contract.
	Upon becoming aware of such failure, the Employer may issue an early warning in terms of clause 16.1 and require the Contractor to remedy the failure within a reasonable period stated in the notice.
	If the Contractor remedies the failure within such period, no further action is taken.
	Where the failure is not remedied, or where the change in B-BBEE status materially prejudices the Employer's procurement obligations or the basis upon which the contract was awarded, the Employer may elect to:
	(a) renegotiate the contract in accordance with clause Z3.3; or
	(b) terminate the Contractor's obligation to Provide the Service in terms of clause 90.1.
	Any termination under this clause is treated as termination by the Employer for reasons other than Contractor default, and the amounts due are assessed in accordance with clauses 92 and 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The Contractor undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the service. Without limitation the Contractor:
- will adhere to Eskom's Occupational Health and Safety policies, standards, procedures, directives, OHS requirements, applicable health and safety laws and regulations and other requirements, as amended.
 - may not commence work until the Health and Safety file has been approved by the respective Contract Custodian together with the OHS professional.
 - accepts that the Employer may appoint him as the "Main Contractor" for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the service; and
 - undertakes, in and about the execution of the service, to comply with 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.
 - 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.

Z6.2

Personal Protective Equipment (PPE) Compliance:

- Compliance with PPE requirements is compulsory and non negotiable across all operational areas. Non compliance will result in immediate and strict consequence management as stipulated in the memorandum referenced in Annexure B of the OHS Requirements.

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

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

Z8 Notifying compensation events

- Z8.1 The last paragraph of core clause 61.3 is deleted and replaced with the following:
- If the Contractor does not notify a compensation event within eight weeks of becoming aware that the event has happened, the Contractor is not entitled to a change in the Prices, unless the Service Manager should have notified the compensation event.

Z9 Employer's limitation of liability

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

Z10 Termination (Additional to Core Clause 91.1)

- Z10.1 In core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it", add the words:
- " , or is placed under business rescue in terms of the Companies Act 71 of 2008."

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.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the *Services* if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the *Services* for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the *Services* for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover

83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

	Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for 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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract <i>Works</i> 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 Intellectual Property – Eskom owning Intellectual Property

“Intellectual Property” means (a) patents, trade marks, *Service* marks, rights in designs, trade names, trade secrets, know how, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

“Background Intellectual Property” means any and all Intellectual Property rights that are not Foreground Intellectual Property, and are owned or controlled by the relevant party or licensed to the relevant party prior to or outside of the *services* but required for the purposes of the *services*.

“Foreground Intellectual Property” means all Intellectual Property rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the execution of the *services* and rights which are developed substantially as a result of the *services*. Any *services* that will be developed, changed, modified and/or improved specifically for the Purposes will be Foreground Intellectual Property. Any data or any other information relating to *Employer’s* proprietary information generated from the use of the *Contractor’s* Background Intellectual Property.

Z13.1 The *Contractor* retains ownership of all Background Intellectual Property rights made by or on behalf of the *Contractor* as part of the [*works / services*] in information or material it uses in carrying out the [*works / services*].

Z13.2 All Foreground Intellectual Property rights, contained in any developed materials which are created by the *Contractor* or on behalf of the *Contractor*, for the purposes of and in support of the execution of the [*works / services*] (*Employer’s* IP) vest with the *Employer*.

Z13.3 Any data or any other information relating to *Employer’s* proprietary information generated from the use of the *Contractor’s* Background Intellectual Property, the copyright therein shall be owned by the *Employer*.

Z13.4 The *Contractor* acknowledges that all rights, title, and interest in and to the Foreground Intellectual Property that may result or originate from or be developed in execution of the [*works / services*] vests in the *Employer* and that the *Contractor* has no claim of any nature in and to the Foreground Intellectual Property.

Z13.5 The *Contractor* ensures that a copyright notice is incorporated or embossed or labelled on the Foreground Intellectual Property, where the *Employer* is reflected as the owner of the Foreground Intellectual Property.

Z13.6 The *Contractor* is obliged to provide Foreground Intellectual Property manufacturing documents, designs, processes and/or specifications to the *Employer* before/on the *completion date*.

Z13.7 The *Contractor* procures that each Sub-*Contractor* executes all and any [*works / services*], and takes all and any other actions as may be required, in order to give effect to this Agreement.

Z13.8 The *Employer* retains all Background Intellectual Property rights in all documents made by or on behalf of the *Employer* including all documents and requirements provided prior to or during the execution of the [*works / services*]. The *Contractor* does not, without the written consent, of the *Employer*, copy, use or issue to a third party any of the *Employer’s* Background Intellectual Property documents and requirements except for the purposes of executing the [*works / services*].

Z13.9 Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the *Employer’s* Background Intellectual Property and IP documents and requirements at all, in respect of the *Employer*, or the Background Intellectual Property, in respect of the *Contractor*.

Z13.10 Third Party Claims:

- Z13.10.1** In the event of any claims being made or actions brought against the *Employer*, on the ground that the *Contractor* infringed any patent, trade mark or copyright, the *Contractor* is notified thereof and at its own expense, conducts all negotiations in consultation with the *Employer* for the settlement of the claim and litigation that may arise from such alleged infringement, provided that the *Employer* will not bear any financial burden or losses.
- Z13.10.2** Save where the *Contractor* fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the *Employer* does not make any admission which might be prejudicial to the *Contractor's* position. The *Employer*, at the request and the cost of the *Contractor* affords it all reasonable technical assistance that the *Employer* is able to provide for the purpose of contesting any such claim or action.
- Z13.10.3** Should it be held in any such action that any such protected rights have been infringed, as definitely stated by a judgment of the court before which the action is brought, the *Contractor*, at its own expense and in consultation with the *Employer*, either:
- procures for [Employer/Client/Purchaser] the right to continue to use the affected item or design, or
 - replaces the said affected item or design with a non-infringing item, or
 - provides a design of equivalent quality or modify such affected item or design so as to make it non-infringing without affecting the quality.
- Z13.10.4** Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of *Contractor* with respect to claims relating to infringement.
- Z13.10.5** Where it is alleged that the *Employer* has committed an infringement as intended vis-à-vis the *Contractor* as set out in the third party intellectual property infringement clause, the *Employer* has the same rights and obligations as the *Contractor*, mutatis mutandis, as regards such alleged infringement.
- Z13.10.6** The *Contractor* herewith indemnifies the *Employer* and undertakes to keep the *Employer* indemnified against all claims of whatsoever nature, real or imagined, which may be made against the *Employer* arising from the infringement of any third party intellectual property rights.

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 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.

Z15 Persistent Failure to Achieve Service Levels (Amendment to Clause 91)

Failure by the *Contractor* to achieve the *Service* Levels in clause X17 on three (3) or more occasions within any rolling twelve-month period constitutes a substantial breach of contract for purposes of clause 91.2.

Z16 Termination for Convenience and Default — Limitation of Amounts Due (Amendment to

Clause 93)

- Z16.1 Notwithstanding clauses 92 and 93, where the Employer terminates the *Contractor's* obligation to Provide the *Services* under clause 91.6 (termination for convenience), the *Contractor* is entitled only to payment for *Services* properly performed up to the termination date and to reasonable demobilisation costs. No loss of profit, loss of opportunity, anticipated savings, or other consequential loss is payable.
- Z16.2 Where the Employer terminates the *Contractor's* obligation to Provide the *Services* under clause 91.2 (*Contractor* default), 91.3, Z3, Z10, Z11, or Z15, the *Contractor* is entitled only to payment for *Services* properly performed up to the termination date. No demobilisation costs, loss of profit, or other compensation is payable.

C1.2 Contract Data

Part two - Data provided by the Contractor

Notes to a tendering Contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

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

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

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	Pages
C2.1	Pricing assumptions: Option A	
C2.2	The <i>price list</i>	

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for <i>Services</i> Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. Function of the Price List

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

3. Link to the Contractor's plan

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

4. Preparing the price list

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the *Price List*;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and

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

4.1 Format of the price list

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

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

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

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

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

C2.2 the *price list*

1. The total of the Prices is deemed to be fully inclusive of everything necessary for the Contractor to provide the Services in accordance with the contract, including but not limited to:
 - a. Packaging and protection,
 - b. Documentation and certification,
 - c. Testing, inspection, calibration and acceptance,
 - d. Compliance with all applicable SHEQ requirements, including the PPE
2. Tenderers must complete all rates and prices.
3. Where any listed equipment to be calibrated is obsolete or no longer manufactured, the tenderer shall clearly indicate such item as "OBSOLETE" in the *Price Schedule* and may, for that item only, propose an alternative product, supported by a manufacturer's data sheet demonstrating compliance with the *Employers* specification and applicable Eskom, SANS and IEC requirements. Alternatives will be considered solely for technical compliance, and only compliant alternatives will be evaluated for price to ensure like-for-like tender comparison.
4. Failure by a tenderer to complete the Price Schedule in full may result in the Tender being declared non-responsive.

Preliminary and General

Item nr	Description	Unit	QTY	Rate	Price
1.	SHEQ files and induction (Annual)	Year	5		
2.	Annual Medicals for all Employees	Year	5		
3.	Annual PPE for all employees	Year	5		
4.	Transportation rate	R/ km			
5.	Collection fee from Employer site to Contractor premises	Each			
6.	Delivery fee from Contractor premises to Employer site	Each			
7.	Training fee	Each	5		
8.	Accommodation	Person / day			

List of Equipment

Item Nr	Description	Make	Unit	Qty	Overall Qty (5 Years)	Rate	Price
A. <u>ALCOHOL AND DRUG TESTERS</u>							
1.	ALCO BLOW	LION	Each	12	60		
2.	ALCOFIND AF-100P	ALCOTECH	Each	6	30		
3.	ALCOHOL PRINTER	DRAGER	Each	2	10		
4.	ALCOHOL TESTER	DRAGER	Each	4	20		
5.	ALCOMETER	LION	Each	3	15		
6.	ALCOTEST	DRAGER	Each	22	110		
7.	ALERE DDS DRUG TESTER	ALERE	Each	1	5		
8.	BREATHALYZER	LION	Each	5	25		
9.	DRUG TESTER	DRAGER	Each	2	10		
10	HANDHELD ALCOHOL SCREENER	LION	Each	15	75		
11	HANDHELD BREATHALYSER	LION	Each	30	150		
12	MOBILE PRINTER	DRAGER	Each	3	15		
13	WALKTHROUGH METAL DETECTOR	GARETT	Each	10	50		
14	ALCOHOL BLOW RAPID SCREENER	LION	Each	3	15		
15	ALCOHOL BREATHALYSER	LION	Each	2	10		
16	ALCOHOL BLOW RAPID SCREENER	LION	Each	6	30		
17	ALCOHOL BREATHALYSER	LION	Each	1	5		
18	X-RAY MACHINE		Each	1	5		
19	WALK THROUGH SCANNERS		Each	2	10		
20	DRUG TESTER	DRAGER	Each	1	5		

	<u>SUBTOTAL</u>						
B.	<u>MEDICAL EQUIPMENT</u>						
1.	AUDIOMETER	RESONANCE	Each	3	15		
2.	AUDIOMETER BOOTH	PRO PANELS	Each	3	15		
3.	MANUAL BLOOD PRESSURE MACHINE	BOKANG	Each	3	15		
4.	SPIROMETRY SYRINGE	NCRC	Each	3	15		
5.	VISION SCREENER MACHINE	TITMUS	Each	3	15		
6.	WEIGHING SCALE	TCS	Each	3	15		
7.	WELCH – ALLYN PRO-BP 3400	WELCH	Each	3	15		
8.	RESONANCE BIOLOGICAL AUDIO SIMULATOR		Each	3	15		
9.	EASY-ON SPIROMETER		Each	3	3		
10	HMS SOFTWARE FOR EACH EQUIPMENT.		Each	9	45		
	<u>SUBTOTAL</u>						
C.	<u>OCCUPATIONAL HYGIENE</u>						
1.	AIR VELOCITY METER(S)		Each	1	5		
2.	DOCKING STATION SC56 CABLE & SA33 POWER SUPPLY		Each	1	5		
3.	GOLDILUX LUX METER(S)		Each	1	5		
4.	INDOOR AIR QUALITY MONITOR - CO2, CO, TEMP, HUMIDITY, DATA LOG MONITOR(S)		Each	1	5		
5.	PERSONAL SAMPLING PUMPS		Each	1	5		
6.	QUEST TEMP QT44 WBGT METER(S)		Each	1	5		
7.	SVANTEK INTRINSICALLY SAFE TYPE 1 SOUND LEVEL METER(S)		Each	1	5		

8.	SVANTEK SV104 NOISE DOSIMETER(S) AND MICROPHONE		Each	1	5		
9.	SVANTEK TYPE 1 CALIBRATOR(S)		Each	1	5		
10	HEAT STRESS MONITOR		Each	1	5		
	<u>SUBTOTAL</u>			10	50		
D.	<u>ADDITIONAL</u>						
1	ADDITIONAL CALIBRATIONS SERVICE ON EQUIPMENT NOT LISTED ABOVE (Documentary proof of service plus a fee)		Each				
2	FEE PERCENTAGE FOR ADDITIONAL SERVICES AND ADDITIONAL EQUIPMENT		%				
3	SUPPLY AND DELIVERY OF REPLACEMENT EQUIPMENT		Each				
	<u>TOTAL</u>						

The total of the Prices

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PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S *SERVICE* INFORMATION

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1. Description of the Service

1.1 Executive Overview

Eskom Holdings SOC Ltd requires a suitably qualified and competent Contractor to provide calibration, maintenance and support services for measurement and test equipment at various Peaking Power Stations for a period of five (5) years.

The purpose of this contract is to ensure that measurement and test equipment remains accurate, reliable, safe for use and compliant with applicable statutory, regulatory, manufacturer and Employer requirements in support of the safe and efficient operation of the Employer's facilities.

The services are performed at various Peaking Power Stations and associated facilities as identified by the Employer. Work is instructed through Task Orders issued during the contract period and is executed in accordance with this Service Information, the Price List and the conditions of the NEC3 Term Service Contract.

The scope of work includes and is not limited to supply, delivery, maintenance, repair, calibration and associated training services for medical, occupational hygiene and security equipment across Eskom peaking generation sites for a period of five years. The contractor collects the equipment from the station for calibration and returns them after work had been done. The contractor calibrates the equipment and ensures that they are in the calibration correct ranges. The company keeps records of the calibrated equipment for 2 years after the contract has ended. The contractor submits calibration certificates with every equipment calibrated, stating the ranges as specified by SANAS and station standards where required. The instruments to be calibrated are a wide range since they include all the departments and sections.

The supply and calibration of Occupational Hygiene Instruments as well as service and maintenance. The Contractor shall provide labour, including specialised tools, equipment, SANAS accredited calibration laboratories, international procedures, and standards to carry out the service. The Contractor shall comply to the ISO/IEC 17025 standard that specifies general requirements for the competence of testing and calibration laboratories.

The supply, competency training, service, maintenance and calibration of alcometers/testers, walk-through metal detectors, handheld metal detector and visitor management system devices/scanners. Visitor management system devices/scanners should be able to scan and record vehicle disc, driver's licence & ID bar code. The information or records from visitor management system devices should be accessible from the central computer. Supply and delivery of belly scope security searching mirrors. The Contractor provides labour, including specialised tools, equipment, calibration laboratories, international procedures, and standards to carry out the service. The Contractor shall comply to the ISO/IEC 17025 standard that specifies general requirements for the competence of testing and calibration laboratories.

1.2 Employer's requirements for the Service

1.2.1 Purpose

The purpose of this contract is to appoint a suitably qualified and competent Contractor to provide calibration, maintenance and support services for measurement and test equipment at various Peaking Power Stations. The contract is intended to ensure that measurement and test equipment remains fit for purpose, accurate, reliable and available for use in support of the safe, efficient and compliant operation of the Employer's facilities.

1.2.2 Objective

The objective of this contract is to ensure the effective and efficient provision of calibration, maintenance and support services for measurement and test equipment through a structured and responsive service delivery model. The contract aims to maintain the accuracy, reliability and availability of measurement and test equipment, ensure compliance with applicable statutory, regulatory and technical requirements, and support the safe and reliable operation of the Employer's facilities through timely execution of Task Orders.

1.2.3 Scope of the Contract

The Service Information is contained in document 167A/38055, titled *Supply, Maintenance and Calibration of Medical, Occupational Hygiene and Security Equipment across Eskom Peaking Generation Sites*, which forms part of the Scope of Work and is incorporated into this contract by reference.

The Contractor shall provide all labour, supervision, management, transport, tools, test equipment, consumables, materials and other resources necessary to perform calibration, maintenance, training and support services for measurement and test equipment at various Peaking Power Stations.

The services include, where applicable, inspection, functional testing, calibration, verification, preventative maintenance, corrective maintenance, fault diagnosis, repair, adjustment, certification, commissioning, decommissioning, collection and delivery, technical support, training, reporting and all associated activities necessary to restore and maintain equipment in a serviceable and compliant condition.

For Adhoc items the following shall apply:

1. Adhoc items are unlisted or directly related equipment that the Employer instructs in writing and that are not priced elsewhere in the Price Schedule.
2. The Price for an Adhoc item equals Defined Cost (supported by third-party invoices, freight and insurance documents, customs entries where applicable) plus the percentage fee.
3. The Contractor must seek three written quotations where reasonably practicable. If not practicable (e.g., OEM sole source, emergency), the Contractor records the reason and provides available evidence.
4. No additional margins may be embedded in sub-supplier invoices beyond the percentage fee stated.
5. The Employer may reject an Adhoc proposal that is not adequately substantiated or not aligned with the Service information.
6. All Adhoc deliveries are subject to the same acceptance, documentation, packaging and testing requirements as listed in C3.1

The services apply to measurement and test equipment identified in the Price List and instructed through Task Orders issued by the Employer during the contract period.

The Contractor shall perform the services in accordance with the requirements of this Service Information, the conditions of contract, applicable legislation, recognised industry standards, original equipment manufacturer (OEM) requirements and the Employer's specifications.

1.2.4 Scope of Work for supply and calibration of Occupational Hygiene Instruments

The supply and calibration of Occupational Hygiene Instruments as well as service and maintenance for Peaking “as and when” required for a period of 5 years. The Contractor shall provide labour, including specialised tools, equipment, SANAS accredited calibration laboratories, international procedures, and standards to carry out the service. The Contractor shall comply to the ISO/IEC 17025 standard that specifies general requirements for the competence of testing and calibration laboratories.

1.2.4.1 Type 1 Sound Level Meter/s Calibration

- The Contractor shall calibrate the Sound level meters using SANAS accredited standard and procedures for periodic testing for the performance requirements for Svantek Sound level meters.
- Dismantle, inspect/repair and re-assemble sound level meters where required.
- Use of IEC 61672-3:2013 procedures for periodic testing of time-weighting, integrating-averaging, and integrating sound level meter.
- Provide a Calibration Certificate post calibration of the Type 1 sound Level Meters.
- The supplier shall consider the Environmental conditions specified in the IEC and ISO standards during calibration.
- The MEMS microphone/s must be calibrated electro Acoustically on A-Weighted Sound Pressure Level.
- Calibration parameters for the noise dosimeters must comply to the OEM's specification and requirements.
- Calibration parameters for the Sound pressure Level and exposure of the dBadge must include:
 - Input sensitivity
 - Amplitude Linearity
 - Weighting Network A
 - Integrating (Time Average and short duration signals)
 - Unipolar signals – Peak C
 - Overload Indication
- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the instrument.

- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the instrument must be issued upon completion.

1.2.4.1 Personal noise dosimeters and microphone calibration

- The Contractor shall calibrate the noise dosimeters using SANAS accredited standard and procedures for periodic testing for the performance requirements for Svantek dosimeters complete with MEMS microphones.
- Provide noise dosimeters calibration in accordance to approved procedures and to the IEC 61252:2017 specifications.
- The Contractor shall perform the necessary repairs requirements for the execution of the maintenance of the noise dosimeters.
- The Contractor's carries out annual calibrations and repairs as and when required.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the instrument must be issued upon completion.

1.2.4.2 Goldi Lux Meter/ Auto-ranging light meters Calibration

- The Contractor shall calibrate the lux meters using international standard or procedures for periodic testing for the performance requirements for digital and Auto-ranging Light meters.
- Calibration parameters for the Goldi-Lux Meter/ Auto-ranging light meters must comply to the OEM's specification and requirements.
- Calibration parameters for the Goldi-Lux Meter/ Auto-ranging light meters a must include:
 - Standard Lux
 - UUT Lux
 - Deviation
 - Correction Factor
 - Measurement Uncertainty Lux
 - Instrument Average Deviation
- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the instrument.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the instrument must be issued upon completion.

1.2.4.3 Calibration of Sound Calibrator/ Acoustic Calibrator (Class 1)

- Use of IEC 60942:2017 international standard or procedures for periodic testing for the performance requirements for three classes of sound calibrators.
- Calibration parameters for the Acoustic Calibrator (Class 1) must comply to the OEM's specification and requirements as per the following:
 - Output level (IEC 60942:2017)
 - Output Frequency (IEC 60942:2017)
 - Selective Distortion (IEC 60942:2017)
- The calibration output level must be 114 dB at 1000 Hz with an accuracy deviation of +/- 0.3 dB at 1000 Hz.
- The supplier shall consider the Environmental conditions specified in the IEC and ISO standards during calibration.
- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the instrument.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the instrument must be issued upon completion.

1.2.4.4 Heat Stress monitor Calibration (TSI Quest)

- Calibrate the heat stress monitor using international guidelines and specifications to include ISO BS EB 27243 (1994), 7243 (2017) on Hot environments. Estimation of the heat stress on working man based on WBGT – Index (Wet bulb globe temperature).
- Calibration parameters for the QT44 must include:
 - Temperature – Range 18 -25 Celsius
 - Humidity – Range 20 -80%
 - Barometric Pressure – Range 950 – 1050 mBar
- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the instrument.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the instrument must be issued upon completion.

1.2.4.5 Calibration of Indoor Air Quality Monitor (TSI)

- Calibrate the Indoor Air Quality Meters using international guidelines and specifications.
- Calibration parameters for the TSI IAQ-Cal must include:

- Carbon Dioxide Sensor – Range 0 – 5000 ppm, Accuracy +/-3% of reading or +/- 50 ppm, whichever is greater.
- Carbon Monoxide Sensor - Range 0 – 500 ppm, Accuracy +/-3% of reading or +/- 3 ppm
- Temperature - Range 0-60 Celsius, Accuracy +/- 0.6 Celsius, Response time 30 seconds (90% of final value, air velocity at 2 m/s)
- Humidity - Range 5 to 95% RH, Accuracy +/-3% RH (includes +/- hysteresis), Response time 20 seconds (for 63% of final value)
- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the instrument.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the instrument must be issued upon completion.

1.2.5 Scope of Work for Supply & delivery, Maintenance, and Calibration of Alcometers/testers & Visitor management system devices/scanners

- The supply, competency training, service, maintenance and calibration of alcometers/testers, walk-through metal detectors, handheld metal detector and visitor management system devices/scanners for Peaking OU “as and when” required for a period of 5 years.
- Visitor management system devices/scanners should be able to scan and record vehicle disc, driver’s licence & ID bar code. The information or records from visitor management system devices should be accessible from the central computer.
- Supply and delivery of belly scope security searching mirrors.
- The Contractor provides labour, including specialised tools, equipment, calibration laboratories, international procedures, and standards to carry out the service.
- The Contractor shall comply to the ISO/IEC 17025 standard that specifies general requirements for the competence of testing and calibration laboratories.

1.2.6 Scope of work for supply, maintenance and calibration of medical equipment.

Eskom has medical centres which operates on each to conduct medical surveillances as per Occupational Health and Safety Act 85 Of 1993. To conduct these medical surveillances each medical centre must have medical equipment as required by the OHS Act and which complies with international SANS. The valid medicals is reliant on instruments and equipment which must always be reliable and available to operate in performing the medical screenings. Peaking has procured equipment to assist Human resource, Health and Wellness section to conduct medical screenings and assessments as required by Eskom and OHS Act. The Scope of work for the supply, maintenance and calibration applies to the following:

- Audio Booth x 3

- Screening Audiometer (Resonance R074) x 3
- Vision screener Titmus 4 x 3
- Weighing Scale 300 – LP x 3
- Spirometry Syringe 3L x 3
- Welch – Allyn Pro-BP 3400 x 3
- Resonance biological Audio simulator – x 3
- Easy-On Spirometer.
- HMS software for each equipment.

The Contractor shall provide labour, including specialised tools, equipment, SANAS accredited calibration laboratories, international procedures, and standards to carry out the service. The Contractor shall comply to the ISO/IEC 17025 standard that specifies general requirements for the competence of testing and calibration laboratories.

1.2.7.1 Spirometry 3L Syringe

- Spirometry calibration check requires a certified 3-liter syringe to verify volume and flow accuracy across low, medium, and high speeds (typically $\pm 3\%$ or $\pm 3.5\%$ tolerance). Ambient temperature and barometric pressure must be entered into the software prior to testing.
- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the equipment.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the equipment must be issued upon completion.

1.2.7.2 Easy-On Spirometer

Operational Standards:

- **Compliance:** Meets ATS/ERS 2005 and 2019 standards, plus NIOSH, OSHA, and SSA requirements.
- **Operating Environment:** Temperature 0 to 40 °C (32 to 104 °F), relative humidity 5% to 95%, atmospheric pressure 500 to 1060 hPA.

Required Test Parameters:

- FVC (Forced Vital Capacity): Total volume exhaled forcefully.
- FEV1 (Forced Expiratory Volume in 1 second): Volume exhaled in the first second.
- FEV1/FVC Ratio: Fraction of air blown out in the first second relative to total capacity.
- PEF (Peak Expiratory Flow): Maximum speed of expiration.
 - A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the equipment must be issued upon completion.

1.2.7.3 Audio Booth

Testing & Verification Requirements

- **Operational State:** Test with internal systems running (ventilation fans, lights on) under conditions matching real use.
- **Microphone Placement:** Position the SLM microphone precisely at the height and location of the test subject's head position.
- **Frequency Range:** Measure octave bands typically spanning from 500 Hz up to 8000 Hz (and one octave band below the lowest test frequency).
- **Calibration Tracing:** Perform pre- and post-test acoustic calibrations on the sound level meter itself.
- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the equipment.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the equipment must be issued upon completion.

1.2.7.4 Audiometer Resonance RA074

- Audiometer must comply with South African National Standards (SANS) SANS 10083:2013 and IEC 60645-1
- An annual acoustic calibration checks an audiometer's sound pressure output levels and signal linearity across standard test frequencies (typically 500 Hz to 8000 Hz)
- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the equipment.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the equipment must be issued upon completion.

1.2.7.5 Vision Screener Titmus V4

- Illumination Standards: Light levels and colour temperature must comply with ISO 8596 and ANSI Z80.21 standards to ensure true colour testing and consistent target brightness.
- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the equipment.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the equipment must be issued upon completion.

1.2.7.6 Welch-Allyn BP 3400

- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the equipment.

- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the equipment must be issued upon completion.

1.2.7.7 Weighing Scale 300 – LP

- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the equipment.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the equipment must be issued upon completion.

1.2.7.8 Resonance Biological Audio Simulator

- Audiometer must comply with South African National Standards (SANS) SANS 10083:2013 and IEC 60645-1
- An annual acoustic calibration checks an audiometer's sound pressure output levels and signal linearity across standard test frequencies (typically 500 Hz to 8000 Hz)
- A calibration label of compliance bearing calibration date, due date, certificate number and serial number must be affixed to the equipment.
- A calibration certificate of compliance bearing calibration date, calibration due date, model type, organisation, manufacturer, recommended due date, certificate number and serial number of the equipment must be issued upon completion.

1.2.7 Contracting Strategy

The Employer has adopted the NEC3 Term Service Contract (TSC) to procure calibration, maintenance and support services for measurement and test equipment on an "as and when required" basis over the contract period.

The Contractor shall provide the services in accordance with the conditions of this contract, this Service Information, the Price List and Task Orders issued by the Employer.

Work shall be instructed through Task Orders, which define the required services, location, equipment, priorities and completion requirements. The Contractor shall plan, resource and execute each Task Order in accordance with the specified requirements and within the agreed timeframes.

The Price List forms the basis for pricing the services, while the Task Order identifies the specific work to be performed. The Contractor shall maintain the capability and resources necessary to provide the services across all affected Peaking Power Stations for the duration of the contract.

1.2.8 Interpretation and terminology

Definition

Unless otherwise stated, capitalised terms used in this Scope of Work have the meanings assigned to them in the NEC3 Term Service Contract.

For the purposes of this Scope of Work, the following additional definitions apply:

Term	Definition
Calibration	The set of operations performed to establish the relationship between the values indicated by measuring equipment and the corresponding reference standards, including adjustment where specified.
Certificate of Calibration	A document issued by the Contractor confirming the results of a calibration and demonstrating traceability to recognised national or international measurement standards where applicable.
Occupational Hygiene	It is the science and discipline that involves anticipating, recognising, evaluating and control of health hazards at a workplace, that may cause adverse health effects.
Sound Level Meter	Is a handheld device used for measuring sound pressure levels. It converts sound waves into electrical signals which are then displayed in decibels (dB).
Noise dosimeter	Is a specialised sound level meter intended specifically to measure the noise exposure of a person integrated over a period.
Lux meter	Is a device that is used to measure brightness and measure it according to how a human eye will perceive it or how it appears to a human eye.
Heat stress/WBGT monitor	It measures environmental heat as it affects humans. It combines three sensors, a dry-bulb thermometer, a natural (static) wet-bulb thermometer, and a black globe thermometer in determining acceptable temperatures.
IAQ Monitor	A device which measures indoor air pollutants and environmental factors—such as temperature, carbon dioxide, carbon monoxide, and humidity readings that indicate air quality levels and help you assess how safe and healthy your indoor environment is.
Maintenance	A combination of all technical, administrative, and managerial actions during the lifecycle of an item intended to retain it in, or restore it to, a condition in which it can perform its required function.
Testing	All activities required determining the actual performance or condition of an item.
OEM	Original Equipment Manufacturer responsible for the manufacture and technical support of the equipment.
Service	The activities described in this Scope of Work, including calibration, maintenance, inspection, testing, repair, technical support and associated services.
Service Package	A defined group of related services described in a dedicated section of this Scope of Work.
Traceability	An unbroken chain of calibrations linking measurement results to recognised national or international standards.
Test Equipment	Any measuring, monitoring, calibration or diagnostic equipment forming part of this Contract.
Audio Booth	It is an equipment which has a soundproof in which you place an employee inside when conducting hearing test.
Audiometer	It is an equipment which produces sound in different pitches and tones while testing hearing of an employee
Vision Screener	It is an equipment which is used to test the vision.
Weighing Scale	It measures the weight and height of the individual.
Spirometry Syringe	Used to calibrate the spirometer daily
Easy-On Spirometer	It is used to do lung function test.
Welch – Allyn BP 3400	Used to measure blood pressure.
HMS Software	It is the software used to conduct all the screening and for record purposes
Resonance Biological Simulator	It is used to calibrate audiometer on daily basis

The following abbreviations are used in this Service Information:

Abbreviation	Meaning
IEC	International Electrotechnical Commission
ISO	International Organization for Standardization

KPI	Key Performance Indicator
NCR	Non-Conformance Report
OEM	Original Equipment Manufacturer
OHS Act	Occupational Health and Safety Act
PPE	Personal Protective Equipment
SANAS	South African National Accreditation System
SANS	South African National Standard
TSC3	NEC3 Term Service Contract

2. Management strategy and start up

2.1 Management Meetings

The Contractor shall attend management meetings convened by the Employer throughout the duration of the contract. The purpose of these meetings is to review the performance of the contract, monitor progress against Task Orders, discuss health, safety, environmental and quality matters, review risks, address contractual and operational issues, and agree on actions required to ensure the effective delivery of the services.

Unless otherwise instructed by the Employer, management meetings shall be held at intervals determined by the Employer or as required by the service. The Contractor shall ensure that suitably authorised and competent representatives attend all meetings and are empowered to make decisions relating to the execution of the services.

The Employer may convene additional meetings where required to address urgent operational requirements, critical Task Orders, performance concerns or other matters affecting the execution of the contract.

The Contractor shall prepare for and participate in management meetings and shall provide all relevant information, reports and progress updates requested by the Employer to facilitate effective contract administration.

2.2 Contractor's Management and Supervision

The Contractor shall provide all management, supervision and administrative support necessary to execute the services efficiently and in accordance with the requirements of this contract.

The Contractor shall appoint a competent Contract Manager who shall be the primary point of contact for all contractual and operational matters. The Contract Manager, or an authorised delegate, shall have the authority to make decisions, coordinate resources and respond to instructions issued by the Employer.

The Contractor shall ensure that all personnel performing the services are suitably qualified, competent, trained and, where required, registered or certified to perform the work for which they are assigned.

The Contractor shall maintain adequate resources to execute all Task Orders within the required timeframes and shall promptly notify the Employer of any circumstances that may affect service delivery.

Any proposed replacement of key personnel shall be subject to the Employer's acceptance. Replacement personnel shall possess qualifications, competency and experience equivalent to or better than those of the personnel being replaced.

2.3 Warranty and Defects Liability

The Contractor warrants that all services performed under this contract shall be executed in a professional and workmanlike manner by suitably qualified and competent personnel, using appropriate methods, equipment and materials, and in accordance with the requirements of this Service Information, applicable legislation, recognised industry standards, original equipment manufacturer (OEM) recommendations and the Employer's specifications.

The Contractor shall be responsible for correcting, at its own cost, any defects arising from defective workmanship, incorrect calibration, faulty maintenance, unsuitable materials or failure to comply with the requirements of this contract, where such defects are attributable to the Contractor.

Where defects are identified by the Employer during the Defects Date or any applicable warranty period, the Contractor shall promptly investigate the cause, rectify the defect and restore the affected equipment to a compliant and serviceable condition within the period instructed by the Employer.

The correction of defects shall not relieve the Contractor of any obligations, responsibilities or liabilities arising from this contract.

The Contractor shall only make use of approved test equipment for calibrations, and which is of higher accuracy than the equipment to be calibrated. The contractor shall be in a position to host Eskom employee/s for a site visit to calibration site to confirm that the calibrating instrumentation is according to SANAS standards.

The site visit will include but not limited to checking the calibration certificates for the calibrating instruments.

2.4 Documentation control

2.4.1 Identification and Control

The Contractor shall establish and maintain a document control system for all documents generated, submitted and maintained under this contract.

All documents shall be uniquely identified, dated, version controlled and readily traceable throughout their lifecycle. Documents shall clearly indicate the document title, reference number, revision status, date of issue and approval, where applicable.

The Contractor shall ensure that only the latest approved revisions of applicable documents are used in the execution of the services. Superseded or obsolete documents shall be promptly withdrawn from use and retained only for record purposes where required.

All documentation shall be maintained in a legible, complete and auditable manner and shall be made available to the Employer upon request. Records shall be protected against loss, damage, unauthorised alteration or unauthorised access for the duration of the contract and any applicable retention period.

Electronic records shall be maintained in a secure format that preserves the integrity and traceability of the information.

2.4.2 Documentation to be provided by the *Employer*

The Employer shall provide the Contractor with the documentation reasonably required to execute the services under this contract. Such documentation may include, where applicable:

- Task Orders issued in terms of this contract.
- Relevant Employer specifications, standards and procedures.
- Equipment information and available maintenance or calibration records.
- Site-specific requirements, access procedures and safety information.
- Drawings, manuals or other technical information available to the Employer and considered necessary for the execution of the services.

The Employer does not warrant that all historical records or technical documentation will be available or complete. Where additional information is required, the Contractor shall promptly notify the Employer for resolution.

Documentation provided by the Employer remains the property of the Employer and shall be used solely for the purposes of executing the services under this contract. The Contractor shall not reproduce, distribute or disclose such documentation to third parties without the prior written approval of the Employer, except where required by law or for the proper execution of the services.

2.4.3 Communication

All communications between the Employer and the Contractor relating to this contract shall be undertaken in accordance with the conditions of contract and shall be clear, accurate, complete and capable of being retained as a contractual record.

Formal communications, including Task Orders, instructions, notifications, submissions, reports, requests for information, quotations and contractual correspondence, shall be submitted through the communication channels specified by the Employer.

The Contractor shall acknowledge receipt of communications where required and shall respond within the timeframes specified in this contract or as instructed by the Employer.

Verbal instructions shall not constitute a change to the scope of the services unless confirmed by the Employer through the agreed communication process.

The Contractor shall ensure that all communications are issued by, or addressed to, authorised representatives of the respective Parties.

2.5 Invoicing and payment

The Contractor shall address the tax invoice to

Eskom Holdings SOC Limited

P O Box 1091

Johannesburg

2000

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

- a) The Service Manager to be copied in on all electronic invoices emailed.
- b) Failure to submit the invoice to the correct address could result in delays in payment.
- c) The Contractor's Tax Invoices comply with the requirements as stated in clause Z7 of the Contract Data
- d) Invoices are submitted electronically to:

Local Eskom Invoices - invoiceseskomlocal@eskom.co.za

Foreign Eskom Invoices - invoiceseskomforeign@eskom.co.za

- e) Details required when submitting invoices and additional data:

The subject line on your email should only contain your vendor number

Each invoice in PDF should be named with your invoice number only

All electronic invoices are be sent in PDF format only

Attach the proof of delivery to your invoice

Where applicable, supporting documents are be attached to the scanned PDF invoice as one attachment

A copy of the signed assessment certificate

Any other appropriate documents, e.g.

For shipping invoices, please ensure the following documents are attached

Invoice (this should only reflect the shipping cost)

Commercial invoice

Delivery note

Your shipping costs calculation relevant to that invoice – not a generic calculation (The amount of the shipping costs calculation balances on the amount on the invoice.)

Forwarding agent's invoice

The customs document

Please do not attach unnecessary documents as this will make the file too large.

Other requirements:

For foreign invoices, suppliers are still required to physically deliver hard copies of original documents to the respective Service Manager even though the invoices have been submitted electronically

Ensure compliance with the tax requirements for submitting invoices electronically

Each PDF should contain one credit note, one debit note or one credit note only. More than one invoice can be submitted per email

Include the following information on the Invoice:

Name and address of the Contractor and the Service Manager;

The contract number and title;

Contractor's VAT registration number;

The Employer's VAT registration number 4740101508;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

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/service provided,

Quantity or volume of goods/services

Period time for which the Tax Invoice is being rendered,

Relevant Task Order Number (commencing with a 45 prefix),

Relevant line-item number,

Statement whether value added tax is included or excluded

2.6 Contract change management

Changes to the services shall be managed in accordance with the conditions of this contract and the Employer's authorised contract management processes.

The Contractor shall not implement any change to the scope of the services, Task Orders, methods of work, personnel, equipment or materials that may affect the cost, programme, quality or performance of the services without the prior instruction or acceptance of the Employer, where required by the contract.

Where a proposed change may affect the execution of the services, the Contractor shall promptly notify the Employer, providing sufficient information to enable the Employer to assess the impact of the proposed change.

All approved changes shall be recorded and administered in accordance with the provisions of this contract and shall be supported by the relevant documentation, records and correspondence.

The Contractor shall maintain a register of contract changes applicable to the services and make such records available to the Employer upon request.

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

The Contractor shall establish and maintain complete, accurate and auditable records to substantiate Defined Cost where required by the conditions of this contract.

Such records shall include, where applicable, labour records, timesheets, plant and equipment utilisation, materials, subcontractor costs, invoices, delivery notes, transport records and any other supporting documentation necessary to demonstrate the cost of the services performed.

All records shall be maintained in an orderly manner and shall be available for inspection, verification or audit by the Employer at any reasonable time during the contract period and for the applicable record retention period thereafter.

The Contractor shall retain all records in accordance with applicable legislation and the Employer's record retention requirements.

2.8 Insurance provided by the Employer

The insurances to be provided by the Employer are those stated in the Contract Data.

The Contractor shall familiarise itself with the extent of the Employer's insurance cover and shall remain responsible for effecting and maintaining all insurances required of the Contractor under the conditions of contract and applicable legislation.

The provision of insurance by the Employer does not relieve the Contractor of any responsibility, liability or obligation arising from this contract.

2.9 Training workshops and technology transfer

Where specified in the Task Order or instructed by the Employer, the Contractor shall provide training workshops and technology transfer to designated Employer personnel relating to the calibration, maintenance, operation, care and limitations of measurement and test equipment covered under this contract.

Training shall be conducted by suitably qualified and competent personnel using appropriate training material and shall be relevant to the equipment and services being provided.

The Contractor shall provide the Employer with training attendance registers, presentation material, operating instructions and any other supporting documentation associated with the training, where applicable.

Technology transfer shall be aimed at enhancing the Employer's understanding of equipment operation, maintenance practices, calibration requirements, new technologies, industry developments and lessons learnt relevant to the services performed under this contract.

Unless otherwise stated in a Task Order, the cost of training workshops and technology transfer shall be deemed to be included in the Prices.

2.10 Things provided at the end of the service period

At the completion or termination of the contract, the Contractor shall hand over all documentation, records and deliverables generated during the execution of the services that are required by the Employer.

The Contractor shall ensure that all outstanding Task Orders are completed or otherwise managed in accordance with the Employer's instructions and that all calibration certificates, maintenance records, inspection reports, test results and other service records have been submitted to the Employer.

The Contractor shall return all Employer-owned information, documents, equipment, access permits, identification cards, keys and any other Employer property in its possession.

Where requested by the Employer, the Contractor shall provide a contract close-out report summarising the services performed, outstanding matters, recommendations and any information necessary to facilitate the orderly handover or continuation of the services.

The Contractor shall provide all reasonable assistance required by the Employer during the contract close-out period to ensure an orderly transition of the services.

2.11 Management of work done by Task Order

All services under this contract shall be executed only upon receipt of a Task Order issued by the Employer in accordance with the conditions of this contract.

Each Task Order shall identify, as applicable, the location, measurement and test equipment, scope of services, priorities, completion requirements, reporting requirements and any site-specific instructions necessary for the execution of the work.

Upon receipt of a Task Order, the Contractor shall review the requirements, plan and allocate the necessary personnel, equipment and resources, and execute the services within the timeframes specified by the Employer.

The Contractor shall monitor the progress of each Task Order and keep the Employer informed of any circumstances that may affect the timely completion of the services. Any delays, constraints or unforeseen conditions that may impact the execution of the Task Order shall be communicated to the Employer without delay.

On completion of each Task Order, the Contractor shall submit all documentation required by the Employer, including, where applicable, calibration certificates, maintenance records, inspection reports, test results and any other records specified in the Task Order or this Service Information.

A Task Order shall only be regarded as complete once the required services have been performed, the associated documentation has been submitted, and the Employer has accepted the completed work in accordance with the contract.

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the service. Without limitation the Contractor:

- accepts that the Employer may appoint him as the “Main Contractor” for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the service; and
- undertakes, in and about the execution of the service, to comply with 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.
- 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.

- warrants that the total of the Prices as at the Contract date includes a sufficient amount for proper compliance with 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 works. The Contractor complies with all applicable occupational health and safety legislation, the Employer's OHS Requirements and the approved Safety File for the Service.

Where the *Employer* amends its OHS Requirements during the Contract, such amendments are implemented in accordance with the Conditions of Contract.

The Section 37(2) agreement in terms of the Occupational Health and Safety Act 85 of 1993 shall be signed by the *Employer* and the *Contractor* prior to commencement of work.

The *Contractor's* appointed OHS professional conducts periodic internal audits to verify compliance with contractual and legal OHS requirements.

The *Contractor* cooperates with any internal or external audits conducted by the *Employer* and provides reasonable access to relevant documentation and work areas.

3.1.1 Site Access Requirements

The Contractor shall comply with all Employer site access, security and safety requirements applicable to each Affected Property before commencing any work.

The Contractor shall ensure that all personnel:

- have completed the Employer's site induction and any additional site-specific induction required;
- comply with the Employer's security, access control and permit-to-work procedures;
- are medically fit, trained, competent and authorised to perform the services, where applicable;
- wear the prescribed personal protective equipment (PPE) and comply with the Employer's Life Saving Rules and other applicable safety requirements;
- carry valid identification and any permits, authorisations or competency certificates required for the execution of the services.

The Employer reserves the right to refuse or withdraw site access where personnel fail to comply with the Employer's site access, security or SHE requirements.

The Contractor shall ensure that all subcontractors comply with the site access requirements applicable to the Affected Property.

The Contractor shall not commence work on the Affected Property until the required SHE documentation has been accepted by the Employer and all applicable site access requirements have been satisfied.

The section 37(2) agreement as stipulated under the OHS Act no 85 of 1993 must be signed by Contractor and Employer representatives.

In addition to the requirements of the applicable laws governing the occupational health and safety, at Eskom Peaking Power Station OHS requirements particular to the service and the Affected Property for this contract shall be adhered to for the duration of the contract.

The minimum requirements for the Contractor to gain access to Eskom Peaking Power Stations include the following but not limited to:

- Valid Medical fitness certificate
- Police clearance from SAPS or accredited supplier/service provider linked to SAPS AFIS system not older than thirty (30) days.
- Identification document (RSA ID or equivalent)
- National Drivers Licence (applicable to drivers)
- Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up
- Applicable risk-based PPE.
- Valid letter of good standing (COIDA or equivalent). Access to site to perform work will be denied where the Letter of good standing is not valid.
- The Contractor who is working alone and not eligible to register with the compensation fund, shall provide the Employer with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000. Note: Induction shall only be conducted after all required access, health and safety, and insurance documentation has been submitted to and accepted by the Employer.

3.1.2 Contractor Management Key Performance Indicators (KPI's)

The Contractor's performance shall be measured against the Key Performance Indicators (KPIs) and Service Levels specified in this contract and any additional performance measures communicated by the Employer. The Contractor shall continuously monitor its performance and implement appropriate corrective actions where performance does not meet the required standards.

Performance against the agreed KPIs shall be reviewed during management meetings and may be used by the Employer to assess the Contractor's service delivery, compliance with contractual requirements and overall contract performance.

Where performance deficiencies are identified, the Contractor shall investigate the cause, implement corrective and preventive actions, and report the outcome to the Employer within the period specified by the Employer.

Failure to achieve the required Service Levels or KPIs may result in the application of Low Service Damages or other contractual remedies in accordance with the conditions of contract.

3.1.3 Contract completion and sign off

The Contractor shall notify the Employer upon completion of the services instructed under each Task Order and shall submit all documentation required for verification and acceptance of the completed work.

The Contractor shall ensure that all services have been completed in accordance with the requirements of this contract, the applicable Task Order, the Employer's specifications and all applicable statutory and technical requirements before requesting sign-off.

Where applicable, the Contractor shall submit calibration certificates, maintenance records, inspection reports, test results, quality records and any other documentation specified by the Employer prior to sign-off.

The Employer may inspect or verify the completed services before acceptance. Where deficiencies or non-conformances are identified, the Contractor shall promptly rectify such deficiencies at its own cost where attributable to the Contractor and resubmit the work for acceptance.

Completion and sign-off of a Task Order does not relieve the Contractor of its obligations relating to defects, warranties or any other responsibilities arising under this contract.

3.1.4 SHE File

The Contractor shall prepare, submit, implement and maintain a SHE File for the services in accordance with the Occupational Health and Safety Act, applicable regulations, the Employer's SHE requirements and site-specific requirements.

The SHE File shall be submitted to the Employer for review and acceptance prior to the commencement of any work on the Affected Property. Where required by the Employer, the SHE File shall be updated to reflect changes in the scope of work, identified risks, legislation or site-specific requirements.

The SHE File shall, as a minimum, contain the documentation required by applicable legislation and the Employer's SHE requirements, including risk assessments, method statements, emergency procedures, competency records, medical fitness records where applicable, incident reporting procedures and any other documentation required for the execution of the services.

The Contractor shall ensure that the approved SHE File is maintained at the place where the services are being performed and is readily available for inspection by the Employer or any statutory authority.

Failure to submit or maintain an acceptable SHE File shall constitute non-compliance with this contract and may result in the Contractor being prohibited from commencing or continuing the services until the non-compliance has been addressed.

3.1.5 Quality Assurance

The Contractor shall establish and implement a quality assurance system to ensure that all services are performed in accordance with this contract, applicable standards, original equipment manufacturer (OEM) requirements and the Employer's specifications.

The Contractor shall prepare and implement Quality Control Plans (QCPs), Inspection and Test Plans (ITPs), inspection procedures and other quality documentation where required by the Employer or the applicable Task Order.

The Contractor shall ensure that all calibration, maintenance, inspection and testing activities are performed by competent personnel using suitable equipment that is maintained and calibrated to recognised standards. Where applicable, calibration shall be traceable to nationally or internationally recognised standards.

The Contractor shall maintain complete quality records for all services performed, including inspection reports, calibration certificates, test results, maintenance records, non-conformance reports and corrective actions, and shall make such records available to the Employer upon request.

Where any non-conformance or defect is identified, the Contractor shall investigate the cause, implement appropriate corrective and preventive actions, and rectify the non-conformance without undue delay where attributable to the Contractor.

The Employer reserves the right to audit the Contractor's quality management system, processes, records and completed services at any reasonable time during the execution of the contract.

Quality assurance, inspection, calibration, testing, documentation, and submission requirements shall include, but not be limited to, the following:

The *Contractor shall* submit a draft Contract Quality Plan (CQP) specific to the scope of work described in the tender documents. The CQP shall comply, as a minimum, with ISO 10005 requirements and shall clearly define quality objectives, responsibilities, procedures, controls, and records.

- No work shall commence without a Quality Control Plan (QCP) that has been reviewed and accepted by the Employer. A QCP shall be submitted for each activity or work item no later than three (3) days after receipt of Task Order.
- Each QCP shall include a dedicated section, separate from individual intervention points, for the printed names and signatures of the nominated Quality Representatives of both the Contractor and the Employer, to ensure clear identification of approving parties.
- Intervention points *shall be* signed progressively as work advances. Backdating of inspection or intervention records *shall not* be permitted.
- The Contractor shall provide advance notification of inspection and intervention points as follows:
 1. A minimum of 24 hours' notice for on-site interventions
 2. A minimum of 72 hours' notice for off-site interventions
- All QCPs shall make provision for referencing applicable drawings, specifications, standards, procedures, and supporting documentation relevant to the work.
- The *Contractor* shall ensure that monitoring and measuring Equipment are calibrated and verified to confirm serviceability before usage, and records of such will be kept at the Affected Property
- Calibration certificates for all measuring and testing equipment used shall be valid and traceable, and copies shall be submitted to the Employer upon completion of the service or testing activity.
- The *Contractor shall* compile and submit reports in accordance with the NEC Contract requirements and the Employer's specifications.
- Reports shall be submitted to the Employer within the agreed contractual timeframes and shall be complete, accurate, and traceable. Partial or incomplete submissions may be rejected.
- On completion of the task order, the *Contractor* shall hand in all applicable reports.
- Submission of all quality requirements, to comply with the Supplier Quality Management: Specification 240-105658000 to the *Employer* for acceptance at least thirty (30) days before the execution of the project.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people

The Contractor shall provide sufficient competent personnel to perform the services in accordance with Clause 24 of the Conditions of Contract and the requirements of this Service Information.

The Contractor shall ensure that all personnel:

- are suitably qualified, trained, experienced and competent to perform the services assigned to them;
- are medically fit for the work to be undertaken, where applicable;
- possess adequate verbal and written communication skills in English;
- comply with all applicable labour legislation, including the Labour Relations Act and other relevant employment legislation;
- where applicable, hold valid work permits and all statutory authorisations required to work in the Republic of South Africa.

The Contractor shall ensure that personnel performing specialised services, including calibration, inspection, testing and maintenance activities, possess the qualifications, competencies, certifications and authorisations required by applicable legislation, recognised standards, original equipment manufacturers (OEMs) and this contract.

The Service Manager may verify the qualifications, competencies and experience of any personnel assigned to the contract and may require the Contractor to replace personnel who do not meet the requirements of this contract or whose performance is considered unsatisfactory.

Where site access requirements include security screening or criminal clearance, the Contractor shall ensure that personnel comply with the Employer's site access requirements before being deployed to the Affected Property.

The Contractor shall maintain sufficient staffing levels throughout the contract period to ensure that the services are performed safely, efficiently and within the timeframes specified in the applicable Task Orders. Where personnel become unavailable, the Contractor shall provide suitably qualified replacement personnel without delay.

4.1.2 BBBEE Compliance

The Contractor shall comply with all applicable Broad-Based Black Economic Empowerment (B-BBEE) legislation and the requirements of this contract.

The Contractor shall maintain the B-BBEE status declared at tender stage throughout the duration of the contract unless otherwise permitted in accordance with the Conditions of Contract.

The Contractor shall, upon request by the Employer, provide a valid B-BBEE verification certificate or sworn affidavit, together with any supporting documentation required to verify its B-BBEE status.

Where the Contractor is a joint venture, consortium or trust, the Contractor shall maintain and provide the applicable consolidated B-BBEE documentation for the duration of the contract.

Any change affecting the Contractor's B-BBEE status shall be managed in accordance with the applicable provisions of the Conditions of Contract.

4.2 Subcontracting

Subcontracting shall be in accordance with Clause 26 of the Conditions of Contract.

The Contractor remains fully responsible and accountable for the performance of the services and for the acts, omissions and performance of its subcontractors, irrespective of any subcontracting arrangements.

The Contractor shall ensure that all subcontractors:

- possess the necessary qualifications, competencies, experience and resources to perform the subcontracted services;
- comply with the requirements of this contract, applicable legislation, the Employer's SHE requirements and site-specific procedures;
- comply with the quality requirements, specifications and standards applicable to the services.

The Contractor shall effectively supervise, coordinate and manage all subcontracted work to ensure that the required levels of quality, safety and performance are achieved.

The Contractor shall not subcontract the overall management, supervision or control of the services without the prior written acceptance of the Service Manager.

The appointment or replacement of subcontractors shall not relieve the Contractor of any obligations or liabilities under this contract.

4.3 Supply of Works Disclaimer

Where the Contractor is unable to provide services and/or supplies in a timeous manner, the Employer has the right to procure elsewhere to reduce the risk of non-compliance to the Occupational Health and Safety Act 85 of 1993.

5. Working on the Affected Property

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

Peaking Power Stations are designated as Critical Infrastructure in terms of the Critical Infrastructure Protection Act 8 of 2019 (previously designated as a National Key Point) and all Employer security, access control, permit-to-work and site regulations shall apply throughout the duration of the contract.

The Contractor shall ensure that all personnel comply with the Employer's site entry, security, permit and access control requirements before entering the Affected Property.

The Contractor shall ensure that:

- all personnel have successfully completed the Employer's site induction and any mandatory training required for access to the Affected Property;
- all personnel possess valid identification and, where applicable, valid work permits and security clearances required by the Employer;

- criminal background verification requirements stipulated by the Employer are complied with before personnel are deployed to site;
- only authorised personnel are permitted access to the Employer's premises.

The Contractor shall comply with all Employer site regulations, including requirements relating to:

- permit-to-work systems;
- security screening and searches of personnel, vehicles, tools and equipment;
- vehicle control, parking and traffic regulations;
- prohibited articles and restricted items;
- alcohol and substance abuse control, including breathalyser testing;
- photography, recording devices and the protection of confidential information;
- emergency procedures and evacuation requirements; and
- protection of the Employer's property and assets.

The Contractor shall maintain accurate registers of personnel, vehicles, tools and equipment brought onto or removed from the Affected Property and shall produce such records upon request by the Employer.

The Contractor shall immediately notify the Service Manager of any changes to personnel assigned to the contract, including resignations, suspensions or replacements, and shall ensure that replacement personnel comply with all site access and security requirements before being deployed.

All work shall be performed in accordance with approved task-specific risk assessments, permit requirements and the Employer's site rules. The Employer reserves the right to refuse or withdraw access to any person who fails to comply with these requirements.

5.2 People restrictions, hours of work, conduct and records

The Contractor shall maintain accurate records of all personnel engaged in Providing the Service on the Affected Property, including personnel employed by subcontractors. Such records shall be kept current and made available to the Service Manager upon request.

The Contractor shall plan, coordinate and execute the services in a manner that accommodates the continued operation of the Employer's facilities and the activities of other contractors and the Employer's personnel working on the Affected Property.

The Contractor shall cooperate with the Employer, the Service Manager and other contractors to minimise disruption, avoid interference with other activities and maintain the safe and efficient execution of all work.

The Contractor shall ensure that its activities do not adversely affect the operation of the Employer's plant, equipment or systems and shall comply with all instructions issued by the Service Manager regarding work sequencing, coordination and access.

Normal working hours and any work outside such hours shall be agreed between the Contractor and the Service Manager, taking into account operational requirements, outage schedules and the applicable Task Order.

5.3 Health and safety facilities on the Affected Property

The Employer shall make available those health and safety facilities on the Affected Property that are normally provided for persons working on site, subject to the Employer's site rules and operational requirements.

The Contractor shall provide and maintain all health and safety equipment and facilities required to perform the services safely, including a fully stocked first aid box, in accordance with applicable legislation and the Employer's SHE requirements.

The Contractor shall ensure that a suitably trained and competent first aider is available whenever work is being performed on the Affected Property, where required by applicable legislation.

In the event of an injury, illness or emergency involving the Contractor's personnel, the Contractor shall provide the initial response and first aid where appropriate, immediately notify the Service Manager, and comply with the Employer's incident reporting and emergency procedures.

The Contractor shall cooperate with the Employer in the investigation and reporting of any incident, injury or near miss occurring during the execution of the services.

5.4 Cooperating with and obtaining acceptance of Others

The Contractor shall cooperate with the Employer, the Service Manager, other contractors and any other persons authorised by the Employer who may be working on or require access to the Affected Property during the execution of the services.

The Contractor shall plan and execute the services so as not to unreasonably delay, obstruct or interfere with the activities of Others or the normal operation of the Employer's facilities.

Where work interfaces with the activities of Others, the Contractor shall coordinate its activities, share relevant information and comply with the instructions of the Service Manager to ensure the safe and efficient execution of all work.

The Contractor shall provide reasonable access to work areas, equipment and facilities where required to enable Others to perform their authorised activities, provided that such access does not compromise safety, security or the proper execution of the services.

The Contractor shall promptly notify the Service Manager of any actual or potential conflict, interference or coordination issue that may affect the execution of the services or the activities of Others.

5.5 Records of Contractor's Equipment

The Contractor shall maintain an accurate register of all Equipment, tools and materials brought onto the Affected Property for the execution of the services.

The Contractor shall declare all Equipment, tools and materials to the Employer's security personnel upon entry to the Affected Property and shall comply with the Employer's asset control and security procedures.

The Employer's security personnel may record and verify all declared Equipment, tools and materials entering or leaving the Affected Property. The Contractor shall retain copies of all security records where issued.

The Contractor shall ensure that all Equipment, tools and plant used in Providing the Service are suitable for their intended purpose, maintained in a safe operating condition and comply with all applicable statutory and contractual requirements.

All lifting equipment and lifting tackle brought onto the Affected Property shall have valid statutory inspection, examination and load test certificates, where applicable, in accordance with the Occupational Health and Safety Act and applicable Regulations. Such certificates shall be available for inspection by the Employer at any reasonable time.

No Equipment, tools or materials shall be removed from the Affected Property without complying with the Employer's security and asset control procedures.

5.6 Calibration Certificates

Upon Completion of each Task Order, or upon Completion of the services where applicable, the Contractor shall submit to the Service Manager all calibration certificates together with the associated quality records relevant to the services performed.

Calibration certificates shall, where applicable, be traceable to recognised national or international measurement standards and shall clearly identify the equipment calibrated, the calibration results, the date of calibration, the calibration status, the next calibration due date (where applicable), and the person or organisation performing the calibration.

The Contractor shall also submit any maintenance records, inspection reports, repair records, test results, adjustment records and any non-conformance reports applicable to the equipment serviced.

All certificates and supporting documentation shall be complete, accurate and suitable for inclusion in the Employer's maintenance and quality records. The Service Manager may reject incomplete or incorrect documentation and require the Contractor to resubmit corrected records.

6. Site Services and Facilities

6.1 Services and Facilities Provided by the Employer

6.1.1 Electricity Supply

The Employer shall make available existing electrical supply points at locations identified by the Service Manager, subject to operational requirements.

Electrical supplies of 220 V and 380 V may be available within the power station complex where applicable.

The Contractor shall satisfy itself as to the suitability, capacity and adequacy of the available electrical supply for the execution of the services.

The Contractor shall provide and maintain all temporary distribution boards, cables, extension leads, plugs, connectors and other equipment necessary to utilise the available electrical supply and shall ensure compliance with all applicable legislation, standards and the Employer's site requirements.

The Employer does not guarantee an uninterrupted electrical supply, and any interruption or failure of the supply shall not constitute a Compensation Event unless otherwise provided for in the Conditions of Contract.

6.1.2 Potable Water

The Employer shall make available potable water at existing supply points in reasonable quantities, subject to operational availability.

The Contractor shall make its own arrangements for the storage, distribution or contingency supply of potable water where required.

The Employer does not guarantee an uninterrupted water supply, and any interruption shall not constitute a Compensation Event unless otherwise provided for in the Conditions of Contract.

6.1.3 Pneumatic air

Where available, the Employer shall make pneumatic air available at existing supply points in reasonable quantities, subject to operational requirements.

The Contractor shall verify the suitability, pressure, compatibility and connection requirements of the available pneumatic air supply and shall provide all hoses, fittings and accessories necessary for the execution of the services.

The Employer does not guarantee an uninterrupted pneumatic air supply, and any interruption shall not constitute a Compensation Event unless otherwise provided for in the Conditions of Contract.

6.1.4 Ablution facilities

The Contractor may make use of the Employer's existing ablution facilities, subject to the Employer's site rules and operational requirements.

The Contractor shall ensure that its personnel use such facilities responsibly and maintain acceptable standards of cleanliness and housekeeping.

The Employer reserves the right to restrict or withdraw access where operational, maintenance or security requirements make this necessary.

6.2 Services and Facilities Provided by the Contractor

6.2.1 Transportation

The Contractor shall provide safe, roadworthy and legally compliant transportation for its personnel, equipment, tools and materials required for the execution of the services. All transportation shall comply with applicable legislation and Eskom Standard 240-62946386, as amended from time to time.

6.2.2 Personal Consumables

The Contractor shall provide all consumables required by its personnel for the execution of the services, including but not limited to drinking water (where required), stationery and other personal consumable items. The cost thereof shall be deemed to be included in the Prices.

6.2.3 IT Equipment

The Contractor shall provide and maintain all computers, printers, software, communication devices and associated accessories required for the execution of the services.

6.2.4 Accommodation and Meals

The Contractor shall provide accommodation, meals and all associated logistical arrangements for its personnel for the duration of the services. The cost thereof shall be deemed to be included in the Prices.

6.2.5 PPE

The Contractor shall provide all personal protective equipment required for the safe execution of the services in accordance with the Occupational Health and Safety Act, including the General Safety Regulations, and Eskom PPE Specification Standard 240-44175132, as amended from time to time. The Contractor shall ensure that all PPE is suitable for the hazards identified, maintained in good condition and worn by its personnel where required.

6.2.6 Electrical and Pneumatic Extensions

The Contractor shall provide all electrical extension leads, distribution equipment, pneumatic hose extensions, fittings and any other temporary service connections required for the execution of the services. All such equipment shall be suitable for its intended purpose and comply with applicable legislation and the Employer's site requirements.

6.2.7 Communication Systems

The Contractor shall provide and maintain its own communication systems required for the execution of the services, including mobile telephones, two-way radios or other communication devices where required by the Employer or the nature of the work.

7. Applicable Legislation, Standards and Employer Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
ISO 9001 Quality Management Systems	Latest Revision	✓
Supplier Quality Management: Specification 240-105658000	Latest Revision	✓
OHS Act No 85 of 1993: Occupational Health & Safety Act and Regulations.	Latest Revision	✓
Employer's Procurement and Supply Chain Management Procedure 32-1034 Available: https://www.eskom.co.za/Tenders/EskomPurchasingPolicies/Pages/Eskom_Purchasing_Policies.aspx	Latest Revision	✓
The Compensation for Occupational Injuries and Diseases Act 130 of 1993, As amended or equivalent	Latest Revision	✓
32-93 Eskom Procedure for Vehicle and Driver Safety Management		
320-727 Eskom SHEQ Policy		
32/421 Eskom Life Saving Rules	Latest Revision	*
<u>Technical Specifications</u>		
IEC 61672-3:2013 procedures for periodic testing of time-weighting, integrating-averaging, and integrating sound level meter	Latest Revision	*
IEC 60942:2017 international standard or procedures for periodic testing for the performance requirements for three classes of sound calibrators	Latest Revision	*
IEC 61252:2017 standard for Electroacoustics specifications for personal sound exposure meters	Latest Revision	*
IEC 61672-3:2013 procedures for periodic testing of time-weighting, integrating-averaging, and integrating sound level meter	Latest Revision	*
ISO/IEC ISO/IEC 17025 standard on general requirements for the competence of testing and calibration laboratories	Latest Revision	*

* Available on request once the Contract and NDA's are in place.

APPENDIX A: TASK ORDER

TASK ORDER

To the <i>Contractor</i>	[•]	Tel:	[•]
Address	[•]	Fax:	[•]
Attention	[name] [•]	Date:	[•]
E mail	[•]	Ref:	[•]

Dear Sirs,

Contract title	[•]	Number:	[•]
Contract action	Clause X19.2 Task Order		

Further to our consultations dated [•.....] about the content of this Task Order and in terms of clause X19.1(1) and X19.1(2) in secondary Option X19 of the above contract, I hereby instruct the *Contractor* to carry out the below stated work as a Task within the *service*.

Task Order No.	[•]	service	[•]
Detailed description of the work in the Task:	[•]		
Starting date for the Task	[•]		
Task Completion Date	[•]		
Delay damages (if any)	[•]		
A priced list of items of work in the Task in which items are taken from the Price List is attached			
Total of Prices for items of work taken from the Price List per the attached priced list is:	R. _____		
Total of Prices for items of work not in the Price List (details attached) is:	R. _____		
Total of the Prices for this Task Order	R. _____		

Yours faithfully,

Signature (**Service Manager**) Name Date

Distribution:				