



## NEC3 Term Service Contract (TSC3)

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

and **[Insert at award stage]**  
(Reg No. \_\_\_\_\_)

for **KRIEL POWER STATION LIGHTING AND  
INSTALLATION FOR A PERIOD OF THREE YEARS**

---

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

---

**CONTRACT No. [Insert at award stage]**

---

## PART C1: AGREEMENTS & CONTRACT DATA

---

Contents:	No of pages
<b>C1.1 Form of Offer and Acceptance</b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
<b>C1.2b Contract Data provided by the <i>Contractor</i></b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.3 Proforma Guarantees</b>	<b>N/A</b>

---

## 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:

### KRIEL POWER STATION LIGHTING AND INSTALLATION FOR A PERIOD OF THREE YEARS

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)	Morongwe	Raphasha
Capacity	Power Station General Manager	Kriel Power Station
<b>for the Employer</b>	<b>Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199</b>	
Name & signature of witness	Nyadi Tjia	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)

Name &amp; signature of witness

Date

Morongwe Raphasha

Power Station General Manager

**Eskom Holdings SOC Ltd, Megawatt Park,  
Maxwell Drive, Sandton, Johannesburg,  
2199**

Nyadi Tjia

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>1</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 871 3706</b>
	Fax No.	<b>N/A</b>
10.1	The <i>Service Manager</i> is (name):	<b>Samuel Mophuting</b>
	Address	<b>Kriel Power Station</b>
	Tel	<b>014 763 8446</b>
	Fa	<b>N/A</b>
	e-mail	<b>MophutSP@Eskom.co.za</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

11.2(2)	The Affected Property is	<b>Station Lighting</b>
11.2(13)	The <i>service</i> is	<b>Installation and lighting</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>- Any matter that has cost implication outside the agreed terms</li> <li>- Any matter that may cause delay in the delivery</li> <li>- Any quality related issues</li> <li>- Any matter that deviate from the specification</li> <li>- Any force majeure issue such as protests, covid restrictions</li> </ul>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	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	<b>3 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>Contract signature date</b>
30.1	The <i>service period</i> is	<b>3 years</b>
<b>4</b>	<b>Testing and defects</b>	<b>12 Months from installation or 18 months from date of delivery whichever occurs first</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>After delivery and QC acceptance</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>60 days</b>
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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</p>

		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	<b>Compensation events</b>	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	<b>Use of Equipment Plant and Materials</b>	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	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. Not applicable
9	<b>Termination</b>	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	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	2 weeks.
11	<b>Data for Option W1</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	To be known when dispute arises
	Tel No.	To be known when dispute arises
	Fax No.	To be known when dispute arises
	e-mail	To be known when dispute arises
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator	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 proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		15%	Labour Table C3(All Hourly-Paid Employees)	SEIFSA
		60%	Table G1-Material	SEIFSA (Electrical Engineering)
		10%	Transport Table L1-B	SEIFSA
		15%	non-adjustable	
		100%		
X2	Changes in the law	The laws in terms of this contract will be the law of South Africa		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Annexure B		
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	The greater of		

	his design of an item of Equipment is limited to	<ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>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</li> </ul>
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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>Defects due to his design, plan and specification,</li> <li>Defects due to manufacture and fabrication outside the Affected Property,</li> <li>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>death of or injury to a person and</li> <li>infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>12 months after the end of the service period.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind

the *Contractor* on their behalf.

- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

### **Z4 Confidentiality**

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

### **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

writing.

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

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

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

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

## **Z8 Notifying compensation events**

---

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

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

---

## **Z9 Employer's limitation of liability**

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

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

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

**Z11 Ethics**

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *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	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> 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** 86  
**by the**  
**Employer**

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith



until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

#### **Annexure B: Table of low service damages (X17)**

<b>Low Service Damage Description</b>	<b>Value of Low Service Damages</b>	<b>Limit of Low Service Damage</b>
Service delays of not finishing as per agreed upon Program submitted to the <i>Service Manager</i> .	0.5% of the line item per Task Order value.	Limited to 2% of the line item per Task
For material certificates/material that does not meet the service requirements.	0.5% of the line item per Task Order value.	Limited to 3% of the line item per Task Order value.
Service delays due to <i>Contractor</i> not responding on time as per Core clause 13.3	3% of the line item per Task Order value.	Limited to 5% of the line item per Task Order value.

## C1.2 Contract Data

### Part two - Data provided by the Contractor

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>Scope of work</b>
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: Experience:	
		CV's (and further key person's data including CVs) are in .
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	

11.2(19)	The tendered total of the Prices is	<b>R</b>
<b>C</b>	<b>Target contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Part 2. C2.1 Pricing assumptions: Option A</b>
11.2(20)	The tendered total of the Prices is	<b>R</b>
<b>E</b>	<b>Cost reimbursable contract</b>	
11.2(12)	The <i>price list</i> is in	

PART 2: PRICING DATA

TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### 1. How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> <li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>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.</li> </ul>
		(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.

ITEM	DESCRIPTION	UNIT	QUANTITY	LABOUR	RATE	AMOUNT
<b>1</b>	<b>Preliminary &amp; General</b>					
1.1.1	SITE ASSESSMENT	EACH	1	1		
1.1.2	TRANSPORT (2 Vehicles))	MONTHLY	12			
1.1.3	MEDICAL	YEARLY	1	20		
1.1.4	PPE	QUARTERLY	3	20		
1.1.5	HEALTH & SAFETY FILE	SUM	1	1		
1.1.6	CoC CERTIFICATE	EACH	60	1		
1.1.7	SITE ESTABLISHMENT	EACH	1			
1.1.8	SITE DE-ESTABLISHMENT	EACH	1			
	<b>Carried to Summary Estimate</b>					
<b>2</b>	<b>Labour</b>					
2.1	SITE MANAGER	HOURLY	2112	1		
2.2	ELECTRICIAN	HOURLY	2112	6		
2.3	SEMI-SKILLED	HOURLY	2112	12		
2.4	SAFETY OFFICER	HOURLY	2112	1		
	<b>Carried to Summary Estimate</b>					
<b>3</b>	<b>Spares And Consumables</b>					
3.1	400 W LED FLOODLIGHT	EACH	3000			
3.2	100 W LED FLOODLIGHT	EACH	3000			
3.3	2.5 MM X 3C ARMoured CABLE	PER M	4000			
3.4	2.5 MM X 3C SURFIX CABLE	PER M	2500			
3.5	TERMINAL BLOCK (AMP CLIP IN SCREW TYPR 16A CONNECTOR STRIP)	EACH	1000			
3.6	25 A MCB 1 PHASE – CB	EACH	750			
3.7	50 A MCB 1 PHASE – CB	EACH	100			
3.8	100 A MCB 3 PHASE – CB	EACH	75			
3.9	EARTH LEAKAGE 63 A 1 PHASE	EACH	300			
3.10	3 WAY TERMINAL BOX STEEL	EACH	1000			
3.11	CABLE PIPING/TRUNKING (SPECIFY BOSAL, GALV TRUNKING PVC TRUNKING)	EACH	500			
3.12	CONSUMABLES	EACH	1			
3.13	36 W LED LIGHT	EACH	700			
3.14	28 W LED LIGHT	EACH	1500			
3.15	200W LED FLOOD LIGHTS(FL-D6200V	EACH	5			
3.16	ST- Y3100W UXYZ 90W STREETLIGHT	EACH	178			
3.17	CONSUMABLES (PER FITTING) - REM	EACH	183			
3.19	LDV + TRANSPORT TO SITE DAILY W	EACH	1			
	<b>Carried to Summary Estimate</b>					

## PART 3: SCOPE OF WORK

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



## C3.1: EMPLOYER'S SERVICE INFORMATION

### Contents

<b>Part 3: Scope of Work .....</b>	<b>1</b>
<b>C3.1: Employer's service Information .....</b>	<b>2</b>
<b>1 Description of the service .....</b>	<b>4</b>
1.1 Executive overview .....	4
1.2 <i>Employer's</i> requirements for the <i>service</i> .....	5
1.3 Interpretation and terminology .....	6
<b>2 Management strategy and start up. ....</b>	<b>8</b>
2.1 The <i>Contractor's</i> plan for the <i>service</i> .....	8
2.2 Management meetings .....	8
2.3 <i>Contractor's</i> management, supervision and key people .....	8
2.4 Provision of bonds and guarantees .....	8
2.5 Documentation control .....	8
2.6 Invoicing and payment .....	9
2.7 Contract change management .....	9
2.8 Records of Defined Cost to be kept by the <i>Contractor</i> .....	9
2.9 Insurance provided by the <i>Employer</i> .....	9
2.10 Training workshops and technology transfer .....	9
2.11 Design and supply of Equipment .....	9
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use .....	9
2.12.1 Equipment .....	9
2.12.2 Information and other things .....	10
2.13 Management of work done by Task Order .....	10
<b>3 Health and safety, the environment and quality assurance .....</b>	<b>10</b>
3.1 Health and safety risk management .....	10
3.2 Environmental constraints and management .....	10
3.3 Quality assurance requirements .....	11
<b>4 Procurement .....</b>	<b>11</b>
4.1 People .....	11
4.1.1 Minimum requirements of people employed .....	11
4.1.2 BBBEE and preferencing scheme .....	11
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA) .....	11
4.2 Subcontracting .....	11
4.2.1 Preferred subcontractors .....	11
4.2.2 Subcontract documentation, and assessment of subcontract tenders .....	12

4.2.3	Limitations on subcontracting .....	12
4.2.4	Attendance on subcontractors .....	12
4.3	Plant and Materials .....	12
4.3.1	Specifications .....	12
4.3.2	Correction of defects .....	12
4.3.3	<i>Contractor's</i> procurement of Plant and Materials .....	12
4.3.4	Tests and inspections before delivery .....	12
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i> .....	12
4.3.6	Cataloguing requirements .....	13
<b>5</b>	<b>Working on the Affected Property.....</b>	<b>13</b>
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....	13
5.2	People restrictions, hours of work, conduct and records .....	13
5.3	Health and safety facilities on the Affected Property .....	13
5.4	Environmental controls, fauna & flora.....	13
5.5	Cooperating with and obtaining acceptance of Others .....	13
5.6	Records of <i>Contractor's</i> Equipment.....	13
5.7	Equipment provided by the <i>Employer</i> .....	14
5.8	Site services and facilities.....	14
5.8.1	Provided by the <i>Employer</i> .....	14
5.8.2	Provided by the <i>Contractor</i> .....	14
5.9	Control of noise, dust, water and waste .....	14
5.10	Hook ups to existing works .....	15
5.11	Tests and inspections .....	15
5.11.1	Description of tests and inspections .....	15
5.11.2	Materials facilities and samples for tests and inspections .....	15
<b>6</b>	<b>List of drawings.....</b>	<b>15</b>
6.1	Drawings issued by the <i>Employer</i> .....	15

# 1 Description of the service

## 1.1 Executive overview

### 1. Project Location

All work will be carried out at Kriel Power Station, located in Mpumalanga, South Africa. The scope spans both interior and exterior areas of the station, including high-risk and operationally critical zones.

### 2. Project Objective

The project aims to upgrade and modernize the lighting infrastructure at Kriel Power Station to:

- I. Improve safety, energy efficiency, and security.
- II. Replace outdated systems with LED technology.
- III. Ensure compliance with Eskom standards and SANS regulations.
- IV. Enhance operational reliability and environmental sustainability.

### 3. Scope of Work

#### A. Interior Lighting Upgrades

Removal of existing luminaires.

Installation of energy-efficient LED lighting.

Emergency lighting systems.

Small power installations.

Integration with control systems.

#### B. Perimeter Security Lighting

Replacement and enhancement of perimeter fence lighting.

Installation of zoned LED lighting with manual override and automated activation.

Integration with security systems and emergency backup.

### 4. Services & Disciplines Involved

- I. Electrical Engineering: Design, installation, and integration of lighting systems.
- II. Civil/Structural: Mounting and retrofitting of luminaires and poles.
- III. Health & Safety: Compliance with OHSA and Eskom safety protocols.
- IV. Quality Assurance: Testing, commissioning, and documentation.
- V. Project Management: Coordination, reporting, and stakeholder engagement.

### 5. Key Work Areas Within the Station

- I. Boiler house and basement (dusty environments)
- II. Turbine house and basement (high-bay lighting)
- III. Auxiliary bays, offices, workshops
- IV. Control rooms (essential power supply)
- V. Cable tunnels, substations, conveyor walkways
- VI. Outdoor terraces and smokestacks (aviation compliance)
- VII. Entire perimeter fence (security lighting)

### 6. Contractor Requirements

- I. Skilled and certified personnel.
- II. Tools, equipment, and personal protective equipment (PPE).

- III. Quality control and safety documentation.
- IV. Testing and commissioning capabilities.
- V. Training and handover readiness.

#### 6. Timeline & Readiness

The scope is effective immediately upon authorization and contract award. Contractors must complete compliance training and preparatory activities before mobilization.

## 1.2 *Employer's requirements for the service*

### 1. General Overview

The Employer requires the Contractor to execute a lighting and small power installation upgrade at Kriel Power Station, including interior lighting, perimeter security lighting, and associated control systems. The Contractor is expected to provide skilled labour, tools, and equipment necessary to carry out the work in compliance with Eskom and national standards.

### 2. Detailed Work Requirements

#### I. Interior Lighting Installation

Remove existing luminaires and fittings.

Install new LED luminaires in:

Boiler house and basement (dusty environments – IP65 rated).

Turbine house and basement (high-bay lighting).

Auxiliary bays, offices, workshops, and control rooms.

Cable tunnels, substations, and conveyor walkways.

Install emergency lighting and small power systems.

Integrate lighting with control systems and essential power supplies.

#### II. Perimeter Security Lighting

Replace existing perimeter fence lighting.

Install new LED luminaires with:

Zonal control.

Manual override and automated activation.

Emergency backup systems.

Integrate with security and alarm systems.

#### III. Control and Monitoring Systems

Assist in the installation and connection of:

Occupancy sensors.

Photocells.

Smart control panels.

Ensure system integration with Eskom's infrastructure.

### 3. Contractor Must Provide

#### I. Labour:

a) Skilled electricians and technicians.

b) Personnel trained in Eskom safety and quality standards.

#### II. Tools and Equipment:

a) Installation tools (e.g., drills, testers, ladders, PPE).

b) Testing and commissioning instruments.

**III. Compliance and Documentation:**

- a) Method statements and risk assessments.
- b) Quality control plans and test reports.
- c) Safety files and compliance certificates.

**IV. Support Services:**

- a) On-site supervision.
- b) Participation in weekly progress meetings.
- c) Coordination with Eskom's project and site engineers.

**4. Services required****I. Pre-Mobilization:**

Complete Eskom compliance training.  
 Submit safety and quality documentation.  
 Attend site induction and planning meetings.

**II. Execution:**

Follow Eskom's installation standards (SANS 10142-1, SANS 10114, etc.).  
 Maintain high workmanship and safety standards.  
 Coordinate with Eskom's engineers for inspections and approvals.

**III. Testing and Commissioning:**

Conduct factory and site tests.  
 Verify performance of emergency and control systems.  
 Submit commissioning documentation.

**IV. Handover:**

Provide training to Eskom personnel.  
 Submit as-built drawings and manuals.  
 Complete final inspections and sign-off.

**5. Constraints and Considerations**

- I. Work must be done without disrupting station operations.
- II. Strict adherence to OHSA, Eskom safety protocols, and environmental standards.
- III. All luminaires must pass RT&D testing as per Eskom standards.
- IV. Contractor must ensure minimal light pollution and energy efficiency.

**1.3 Interpretation and terminology**

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
AC	Alternating Current
CCTV	Closed Circuit Television
CRI	Colour Rendering Index
DB	Distribution Board

EMC	Electromagnetic Compatibility
HVAC	Heating, Ventilation and Air Conditioning
OBL	Outside battery limits
OHSA	Occupational Health and Safety Act
PM	Project Manager
PPE	Personal Protective Equipment
PVC	Polyvinyl Chloride
RT&D	Research Testing & Development
SANS	South African National Standards
URS	User Requirement Specification
PLC	Programmable Logic Controller
QA/QC	Quality Assurance / Quality Control

The following definitions are used in this Service Information:

Definition	Interpretation
Assembly	A combination of one or more low voltage switching devices together with associated control, measuring, signalling, protective, and regulating equipment, fully assembled under the responsibility of the manufacturer.
Capability	The ability of a resource to achieve its objectives, quantified as the sum of expertise and capacity.
Colour Rendering Index (CRI)	A quantitative measure of a light source's ability to reveal the colours of objects faithfully compared to a natural light source.
Contractor	The party appointed by the Employer to provide the works as described in the Scope of Work.
Design Engineer/Designer	A qualified lighting professional, registered with ECSA, responsible for lighting design and compliance.
Illuminance	The luminous flux incident on a surface per unit area, measured in lux (lx).
Ingress Protection (IP) Rating	A classification that defines the level of sealing effectiveness of electrical enclosures against intrusion from foreign bodies and moisture.
Luminaire	A complete lighting unit consisting of a lamp, housing, and associated components.
Maintenance Factor	The minimum light level to be maintained over time, regardless of usage hours or service life.
Power Factor	A measure of how effectively electrical power is used by a system.
Uniformity Ratio	A calculation indicating the evenness of lighting across a designated area.
Controlled Disclosure	Information that may be disclosed to external parties under legal or discretionary control.
Emergency Lighting	Lighting that operates when the main power supply fails, ensuring safe evacuation and continued visibility.
Zone Control	A lighting control strategy that allows specific areas to be independently managed for energy efficiency and security.
Photocell	A light-sensitive device used to automatically switch lighting on or off based on ambient light levels.
Occupancy Sensor	A device that detects presence or motion to control lighting automatically.
RT&D	Eskom's Research, Testing and Development division responsible for validating equipment performance.

## 2 Management strategy and start up.

### 2.1 The Contractor's plan for the service

The *Contractor* shall submit a plan to the *Service Manager* for acceptance within the period stated in the Part C1.2a Data by Employer of Part C1 agreements and contract data.

### 2.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Quarterly	Kriel PS	<i>Employer, Contractor, and Service Manager</i>
Overall contract progress and feedback	Quarterly	Kriel PS	<i>Employer, Contractor, and Service Manager</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

### 2.3 Contractor's management, supervision and key people

- The *Contractor* to provide a key list of personnel who will carry out the work on site with their qualifications attached.
- A company organogram shall be shared with the *Service Manager* to communicate accordingly to comply with the NEC3 Term Services Contract communication structures.
- The *Contractor* shall provide a site manager/contract manager to manage all contract related matters. Such persons is preferred to have prior experience in contract management and change of this person is communicated in writing, within 1 (one) week of such change, to the *Employer*.
- The *Contractor's* supervisor shall be knowledgeable, competent and fully capable to perform supervisory duties without direct or continuous supervision by the employer, to liaise and co-ordinate activities with various departments, including the employer's personnel and others in order to fulfill all obligations.
- In the absence of the relevant site manager or supervisor, a replacement must be identified to take over the duties.

### 2.4 Provision of bonds and guarantees

Not applicable to this contract

### 2.5 Documentation control

- The information for spares to shared electronically or hard copy.
- Other information provided with each spare to be shared electronic or hard copy.
- Information provided to be documented in such a manner that the information for each spare will be easily identifiable.

## 2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

\_\_\_\_\_ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

## 2.7 Contract change management

To substantiate the Defined Cost of Compensation Events, the *Contractor* shall keep records of amounts paid.

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

Not applicable to this contract

## 2.9 Insurance provided by the *Employer*

As stated in Contract Data and as per Table A within this Service Agreement

## 2.10 Training workshops and technology transfer

Not applicable to this contract

## 2.11 Design and supply of Equipment

Not applicable to this contract

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

### 2.12.1 Equipment

The *Contractor* shall hand over a serviceable plant to the *Employer* by the end of this contract.



### 2.12.2 Information and other things

- a) At the end of the service period the *Contractor* returns all Equipment and surplus materials to the *Employer*. Provides items of equipment for the Employer's use as stated in the Service Information and provides information and other things as stated in the Service Information.

### 2.13 Management of work done by Task Order

- a) All work is performed in accordance with the task order issued.
- b) When any emergencies do arise, *Contractor* shall adhere to the following terms:
- i) The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
  - ii) Response time within 1 hour for any communication when the *Contractor* acknowledges the emergency.
  - iii) Provide a programme within 2 hours after notification provided to the *Contractor*

## 3 Health and safety, the environment and quality assurance

### 3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure \_\_\_\_\_ to this Service Information.

### 3.2 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure \_\_\_\_\_

### 3.3 Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

## 4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

#### 4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

### 4.2 Subcontracting

#### 4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where

specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

#### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

#### 4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

#### 4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

### 4.3 Plant and Materials

#### 4.3.1 Specifications

Refer Scope of Work

#### 4.3.2 Correction of defects

- b) The *Service Manager* arranges with the *Employer* to allow the *Contractor* access if it is needed for correcting a Defect.
- c) The *Contractor* needs to correct a Defect within one day or when the first available opportunity arises.

#### 4.3.3 *Contractor's* procurement of Plant and Materials

- a) The *Contractor* will do all procurement of materials required to execute the service according to own procurement processes.
- b) All materials purchased by the *Contractor* to be installed to Affected Property will be kept and preserved according to the storage relevant specification.

#### 4.3.4 Tests and inspections before delivery

- a) The *Contractor* does not utilise those Plant and Materials which the Service Information states are to be tested or inspected before delivery until the *Service Manager* has notified the *Contractor* that they have passed the test or inspection.
- b) All holding points on QCP should have been adhered to and signed off by both parties before accepting any material or goods on site.

#### 4.3.5 Plant & Materials provided "free issue" by the *Employer*

The *Employer* shall be provided loading and offloading plant .

- a) Forklift

- b) Overhead crane

#### 4.3.6 Cataloguing requirements by the *Contractor*

If required, the supplier will provide information

## 5 Working on the Affected Property

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

- d) The *Contractor* provides the necessary resources to carry out the service as stated in the Service Information.
- e) The *Contractor* provides everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the *Employer* is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work as stated in the Service Information.

### 5.2 People restrictions, hours of work, conduct and records

- a) The Contractor shall provide the necessary resources to carry out the service as stated in the Service Information.
- b) The Contractor shall provide everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the Employer is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the Contractor to execute the work as stated in the Service Information.
- c) It is very important that the Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors. The Service Manager shall have access to all records of the Contractor and Subcontractor at any time when deemed necessary.

### 5.3 Health and safety facilities on the Affected Property

Any emergency equipment or fire suppression systems to be utilized by the *Contractor* when an emergency arise.

### 5.4 Environmental controls, fauna & flora

General environmental requirements referred to in section 3 above, Kriel Power Station ISO14001.

### 5.5 Cooperating with and obtaining acceptance of Others

- a) The *Contractor* cooperates with the personnel during delivery.
- b) The *Contractor* cooperates with the *Employer's* team during site visits and in ensuring that the goods are delivered in accordance to all requirements.

### 5.6 Records of *Contractor's* Equipment

- a) The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.

- b) All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.
- c) All Equipment including hired should be inspected and approved before accepted on site.
- d) The *Contractor* will keep records of all hired Equipment to execute the Service Information

## 5.7 Equipment provided by the *Employer*

The *Employer* shall provide loading and off-loading Equipment when required by the *Contractor*.

- a) Forklift
- b) Overheads crane

## 5.8 Site services and facilities

### 5.8.1 Provided by the *Employer*

The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection and lighting (etc) on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

#### a) Refuse Disposal

- i) The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.
- ii) The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

#### b) Supply of Electricity

- i) *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- ii) The *Contractor* is to make provision for the necessary extensions and plug points.
- iii) All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*.
- iv) The *Contractor* will adhere to the Electrical Installation Regulations of 1992

#### c) Medical Facilities

- i) The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
- ii) Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.
- iii) The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

#### d) Toilet Facilities

- i) The *Employer* provides the *Contractor* access to toilet facilities.
- ii) Temporary chemical toilets are provided by the *Contractor* where deemed necessary.

### 5.8.2 Provided by the *Contractor*

## 5.9 Control of noise, dust, water and waste

Not applicable to this contract

## 5.10 Hook ups to existing works

Any work performed at heights, *Contractor* must adhere to the correct safety standards, procedures and specifications stated in the health and safety risk management of Kriel Power Station.

## 5.11 Tests and inspections

### 5.11.1 Description of tests and inspections

As per the *Employer's* service information

### 5.11.2 Materials facilities and samples for tests and inspections

As per the *Employer's* service information

## 6 List of drawings

### 6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title