

SERVICE, MAINTENANCE, CALIBRATION SUPPLY OF SPARES AND CONSUMABLES OF COAL LABORATORY INSTRUMENTS FOR PERIOD OF 5 YEARS



NEC3 Term Service Contract (TSC3)

Between Eskom Holdings SOC Ltd.
(Reg no. 2002/015527/30;
VAT No. 4740101508)

and

for SERVICE, MAINTENANCE, CALIBRATION SUPPLY OF SPARES
AND CONSUMABLES OF COAL LABORATORY INSTRUMENTS
FOR PERIOD OF 5 YEARS

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CONTRACT No.

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PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2a Contract Data provided by the <i>Employer</i>	
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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:

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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:**

(Insert name and address of organisation)

Name &
signature of
witness

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*.

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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)

Capacity

**For the
employer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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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	None	N/A

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		

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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	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
		All Z clauses are applicable
	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.	011 803 3008
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	Bavuseni Mogola
	Address	Duvha Power Station, Off Bethal Road, eMalahleni, Mpumalanga
	Tel	+27 13 690 0316

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

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Fax

N/A

e-mail

mogolabe@eskom.co.za

11.2(2)	The Affected Property is	Duvha Power Station
11.2(13)	The <i>service</i> is	SERVICE, MAINTENANCE AND CALIBRATION OF COAL LABORATORY INSTRUMENTS FOR PERIOD OF 5 YEARS
11.2(14)	The following matters will be included in the Risk Register	1. Service engineer without experience. 2. Long turnaround time. 3. Shortage of non-stock items spares. 4. Long spares lead time. 5. Permit to work not issued due to system demand
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(17)	The <i>Site Service Manager</i>	Replace the <i>Service Manager's</i> functions for a particular site for all issues related to this contract
12.2	The <i>law of the contract</i> is the law of	Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Within 24 hours or any other period agreed between the parties and specified in the task order
2	The Contractor's main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	The contractor's liability for defects due to his design that are not listed on the defect certificate is limited to: see overall limitation of liability in option Z
3	Time	
30.1	The <i>starting date</i> is.	01 February 2027
30.1	The <i>service period</i> is	Five (5) Years
4	Testing and defects	
		Defect date is 52 weeks after completion of each task order. The defect correction period is 2 weeks or any other period agreed between the parties.
5	Payment	
50.1	The <i>assessment interval</i> is	Assessment will be done as per the task order completion.
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 after receipt of Contractors correct

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		Invoice
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	It is a change in law, follow compensation event process as per the NEC
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	1. N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for in the Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.
83.1	The <i>Employer</i> provides these additional insurances	As stated for in the Employers Asset All Risk Insurance Policy available on request from Eskom Group Insurance
83.1	The <i>Contractor</i> provides these additional insurances:	
83.1	The minimum amount of cover for insurance against loss and damage	the amount of the deductibles in the amount of R 500 000.00 (Five hundred thousand

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	caused by the <i>Contractor</i> to the <i>Employer's</i> property is	Rand) relevant to the event described in the "Format A" (Annual Construction All Risk Insurance Policy)
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	The total Contract Value
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).and, or as per the laws of the Country in which the <i>Contractor's</i> employees are domiciled..
9	Termination	Termination will be dealt with as per NEC3 TSC termination clauses
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 and programme for the service as defined on the <i>task order</i> at intervals no longer than	Monthly or as Stated in the task order. Programme to be supplied in Primavera Format. The level of the programme to be agreed with the <i>Site Service Manager</i>
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person nominated 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 and appointed on agreement by both Parties. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the ICE-SA Division.
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

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W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. South Africa The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																		
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:	The prices as per the price list will be fixed & firm for the 1st year of the contract. Escalation will apply on the anniversary of the contract A "fixed" portion is included in the CPA formula as per the table below. (15%) <table> <tr> <th>Proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>70%</td><td>Labour</td><td>SEIFSA Table C4</td></tr> <tr> <td>10%</td><td>Transport</td><td>SEIFSA Table L2 (b)</td></tr> <tr> <td>5%</td><td>Consumables</td><td>SEIFSA Table D4</td></tr> <tr> <td>15%</td><td colspan="2">non-adjustable</td></tr> <tr> <td>100%</td><td colspan="2"></td></tr> </table>	Proportion	linked to index for	Index prepared by	70%	Labour	SEIFSA Table C4	10%	Transport	SEIFSA Table L2 (b)	5%	Consumables	SEIFSA Table D4	15%	non-adjustable		100%		
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5%	Consumables	SEIFSA Table D4																		
15%	non-adjustable																			
100%																				
X2	Changes in the law	As per the terms and conditions on X2.1 of NEC3 TSC.																		
X17.1	Low service damages																			

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	The service level table is in	Service level table	
		Description	Penalty
		Plant rework	R nil/overtime
		Poor workmanship	Contractor to carry corrective cost
		Non-Compliance to SOW schedule	R1000 p/day overdue as per agreed schedule. The penalty for the late response will be R1000 per day to a maximum of 10% of the task order for the normal breakdown.
X18	Limitation of liability	Rework	R1000 p/day overdue as per agreed schedule. The penalty for the late response will be R1000 per day to a maximum of 10% of the task order for the normal breakdown.
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R100 000.00 (one hundred thousand rands)	
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 described in the "Format A" insurance policy available on request from Eskom Group Insurance.	
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 in the <i>Employer's</i> assets and works / maintenance policies available on request from Eskom Group Insurance	
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	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 Defects due to his design, plan and	

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		specification, • Defects due to manufacture and fabrication outside the Affected Property, • 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	52 weeks after the end of the <i>service period</i> .														
X19	Task Order	Service and repair task order as in when required.														
X19.3	Delay damages	<table><tr><th>Description</th><th>Penalty</th></tr><tr><td>Service and repair lead times</td><td>% deduction</td></tr><tr><td>Analyser spares availability, service and repairs lead times more than 2 weeks</td><td>1% penalty fee of the total task order amount</td></tr><tr><td>Analyser spares availability, service, and repairs lead times more than 3-4 weeks</td><td>2% deduction from the total task order amount</td></tr><tr><td>Analyser Spares availability, service, and repairs lead time more than 4-8 weeks</td><td>3% deduction from the total task order amount</td></tr><tr><td>Analyser Spares availability, service, and repairs lead time over 8 weeks</td><td>4% deduction from the total task order amount</td></tr><tr><td>Calibration not within acceptable range</td><td>10% deduction from the total task order amount</td></tr></table>	Description	Penalty	Service and repair lead times	% deduction	Analyser spares availability, service and repairs lead times more than 2 weeks	1% penalty fee of the total task order amount	Analyser spares availability, service, and repairs lead times more than 3-4 weeks	2% deduction from the total task order amount	Analyser Spares availability, service, and repairs lead time more than 4-8 weeks	3% deduction from the total task order amount	Analyser Spares availability, service, and repairs lead time over 8 weeks	4% deduction from the total task order amount	Calibration not within acceptable range	10% deduction from the total task order amount
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Analyser Spares availability, service, and repairs lead time over 8 weeks	4% deduction from the total task order amount															
Calibration not within acceptable range	10% deduction from the total task order amount															
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Site Service Manager</i>	6 Hours or as agreed between the parties														
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.														

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its

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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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3

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as stated in core clause 93.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 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.
- Z7.2 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

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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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 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.
- Z8.2 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.
- Z8.3 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.

Z9 Notifying compensation events

- Z9.1 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.

Z10 Employer's limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z11.1 or had a business rescue order granted against it.

Z12 Warrantee:

- Z12.1 The warrantee period is 12 months after completion of each task order
- Z12.2 The Defects correction period is the period during which the *Contractor* undertakes to repair the Defect. The period for repair of a Defect shall be determined by the nature of the Defect and shall be such period as is reasonable in the circumstances
- Z12.3 The defective Service will be inspected by both the *Service Manager* and *Contractor* and a decision made as to how the defective services are to be corrected. Any decision made will be agreed in writing.

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Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

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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:	
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 _____.		
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

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C	Target contract with price list
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in

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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>	[•]

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C2.1 Pricing assumptions: Option A

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 Services 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 re-measurable 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, where re-measurable means reviewing and applying the actual quantities and prices utilized on the task order

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.

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).

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.

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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;

Format of the *price list*

Refer to Clause C2.2

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C2.2 the *price list*

Part 1:

Item	Description	UOM	Quantity	Cost/Year	5-year Total
1	SERVICE, MAINTENANCE AND CALIBRATION KIT OF AC600 CALORIFIC VALUE (CV): PRODUCT CODE YY-KIT-AC600	EA	1		
2	PLUG BANANA 15A 6-32 SCREW: PART NUMBER 621-605-948	EA	4		
3	WASHER FLT 0,187 X 0,500 X 0,12: PART NUMBER 776-562	EA	4		
4	PACKAGE O-RING VESSEL: PART NUMBER 621-605-686	EA	4		
5	PACKAGE O-RING PREP STATION: PART NUMBER 612-605-687	EA	10		
6	WIRE IGNITER FUSE THREAD 5/PK: PART NUMBER 502-460	EA	20		
7	FUSE THREAD COTTON 375/PK: PART NUMBER 502-715	EA	20		
8	SCREW MPHP 6-32X0,250 SST316: PART NUMBER 191-173	EA	5		
9	FILTER CARTRIDGE 1 MICRON: PART NUMBER 621-657	EA	5		
10	O-RING 003 0,056X0,171X0,060V: PART NUMBER 611-543	EA	5		
11	ASSY COMBUSTION VESSEL: PART NUMBER 621-605-954	EA	2		
12	ASSY COMBUSTION VESSEL RECERTIFICATION	EA	1		
13	SHAFT MAGNET AND STAND: PART NUMBER	EA	1		
14	CV CRUCIBLES: PART NUMBER; 774-204	EA	10		
15	MAIN BOARD REPLACEMENT	EA	1		
16	TWIEZER CURVED FINE POINT: PART NUMBER 502-051				
17	BENZOIC TABLETS 0,5G; PART NUMBER 502-892	EA	3		
18	LUBRICATION GREASE 5.3OZ; PART NUMBER 501-241	EA	1		
19	BOTTLE 250ML LDPE WASH; PART NUMBER 601-980	EA	2		
20	TUBING FLX POLY BLK 0,166ID X 0,042W PART NUMBER 619*590-821	EA	2		
21	TUBE PFA 0,125 X 0,0625 ID 10FT; PART NUMBER 615-830-120	EA	2		

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22	BEAKER 2000ML POLYPROP W/HANDLE & SPOUT; PART NUMBER 621-605-408	EA	1		
23	CABLE ASSY CAT 5 15' RJ45 SHILD; PART NUMBER 620-677	EA	1		
24	ASSY TOOL REMOVAL INSERT VESSEL AC600; PART NUMBER 621-605-517	EA	1		
25	CABLE CONNECT STATION PREP AC600; PART NUMBER 621-605-557	EA	1		
26	TOOL INSTALL O-RING VALVE CHECK VESSEL; PART NUMBER 621-605-665	EA	1		
27	STAND REMOVAL O-RING VALVE CHECK VESSEL; PART NUMBER 621-605-666	EA	1		
28	ADAPTER FLUSH VALVE PREP STATION; PART NUMBER 621-605-744	EA	1		
29	ALIGNMENT TOOL PROBE VESSEL; PART NUMBER 621-605-750	EA	1		
30	KIT TOOL VESSEL COMBUSTION AC600; PART NUMBER 621-605-750	EA	1		
31	ASSY STATION PREP VESSEL; PART NUMBER 621-605-958	EA	1		
32	ASSY INLET WATER AC60; PART NUMBER 621-778	EA	1		
33	ASSY TUBE DRAIN; PART NUMBER 621-821	EA	1		
34	COMBUSTION VESSEL STAND' PART NUMBER 633-101-923	EA	1		
35	TOOL O-RING REMOVAL; PART NUMBER 762-515	EA	1		
36	ASSY CLEANING BRUSH; PART NUMBER 774-649	EA	1		
37	ASSY OXYGEN HOSE HI-PRESSURE; PART NUMBER 776-692	EA	1		
38	CORD POWER SHILD 16/3GA SJT 115' PART NUMBER 776-997	EA	1		
39	BAR UPPER ELECTRODE ISOLATED VESSEL; PART NUMBER 621-605-873	EA	1		
40	BAR ELECTRODE VESSEL; PART NUMBER 621-605-874	EA	1		
41	BAR LOWER ELECTRODE ISOLATED VESSEL; PART NUMBER 621-605-875	EA	1		
42	O-RING 00,250 X 0,374 X 0,062V; PART NUMBER 772-738	EA	1		
43	BRACKET RETAINING CRUCIBLES AC600; PART NUMBER 621-605-314	EA	1		
17	TRAVELLING	EA	3		
18	LABOR	EA	10		
19	TRAVELING DISTANCE	EA	90		
20	KIT REPLACEMENT	EA	2		
21	SAFETY FILE	EA	1		
21	SC832 SERVICE KIT: PRODUCT CODE YY-KISC832	EA	1		
22	O-RING 121 1,062X1.248X0,093V; PART NUMBER 773-320	EA	1		

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23	TUBE BOROS REAGENT 1,380D 7,0; PART NUMBER 626-001-871	EA	1		
24	EMITTER KIT	EA	1		
25	HEATING ELEMENTS ASSAY W/CLAMP AND PLUGS: PART NUMBER 625-525-129	EA	2		
26	ANHYDRONE 10-16 MESH: PART NUMBER 501-171-HAZ	EA	1		
27	GLASS WOOL 1LB: PART NUMBER 501- 081	EA	1		
28	SECONDARY FILTER 10MICRON: PART NUMBER 775-306	EA	1		
29	O-RING 108 0,250X0,436X0,093V: PART NUMBER 772-520	EA	1		
30	SULPHURE BOAT CRUCIBLES ZIR 250/PK: PART NUMBER 528-203-250	EA	1		
31	SULFUR CRUCIBLE TONG: PART NUMBER 761-929	EA	1		
32	TUBE COMBUSTION INNER: PART NUMBER 625-601-555	EA	1		
33	TUBE LANCE MANUAL LOAD: PART NUMBER 626-001-691	EA	1		
34	O-RING 326 1,625X1,999X0,187A: PART NUMBER 611-476	EA	1		
35	O-RING 330 2,125X2,499X0,187A: PART NUMBER 611-477	EA	1		
36	SCREW CSKH 8-32X0,50 ST ZP: PART NUMBER 190-737	EA	1		
37	TUBE PURGE SST MANUAL: PART NUMBER 626-001-692	EA	1		
38	SREW MFHP 6-32X0,25 ST ZP: PART NUMBER 190-427	EA	1		
39	PLATE RETAINER O-RING PURGE: PART NUMBER 626-001-328	EA	1		
40	SCREW CSKH 0,250-20X0,62 SST: PART NUMBER 190-427	EA	1		
41	O-RING 906 0,468X0,624X0,078B FOR 5/16-18 UN FTG: PART NUMBER 175-001- 103	EA	1		
42	FTG ADAPTOR SS 0,37T-0,56-18UNT: PART NUMBER 606-307	EA	1		
43	O-RING 0,206X0,309X0,103A: PART NUMBER 625-401-302	EA	1		
44	O-RING 006 0,114X0,184X0,070A: PART NUMBER 625-401-301	EA	1		
45	O-RING 121 1,062X1,248X0,093V: PART NUMBER 773-320	EA	1		
46	SREW CAPT 10-24X0,62 SST: PART NUMBER 606-342	EA	1		
47	CERAMIC STOP STEPPED: PART NUMBER 606-308	EA	1		
48	NUT FILTER MICRON PLT: PART NUMBER 619-591-878	EA	1		
49	COMBUSTION TUBE OUTER: PART NUMBER 625-601-554	EA	1		
50	SCREW FILTER: PART NUMBER 617-228	EA	1		
51	FILTER IN-LINE 0,1 MICRON DISPOSAL: PART NUMBER 619-591-699	EA	1		

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52	ACCELERATOR COM-CAT 250G: PART NUMBER 502-321	EA	1		
53	LUB GREASE VACUUM 5,3OZ: PART NUMBER 501-241	EA	1		
54	FUNNEL QUICK DISC TUBE: PART NUMBER 502-023	EA	1		
55	STD LCRM COAL SULPHUR 1,0% 50G: PART NUMBER 502-671	EA	1		
56	STD LCRM COAL SULPHUR 2,0% 50G: PART NUMBER 502-672	EA	1		
57	STD LCRM COAL SULPHUR 5,0% 50G: PART NUMBER 502-672	EA	1		
58	STD LCRM COAL TM PROX PLUS LOW 50G: PART NUMBER 502-680	EA	1		
59	ASSY BLOWER CROSSFLOW AND CONNECTOR: PART NUMBER 625-501-731	EA	1		
60	HOURLY REGULAR TRAVELING	EA	3		
61	HOURLY REGULAR LABOR	EA	10		
62	TRAVELING DISTANCE/ZONE CHARGES	EA	90		
63	AF700 SERVICE KIT	EA	1		
64	SCREW CSKH 10-24X0,62SST: PART NUMBER 190-105	EA	1		
65	WASHER FLT 0,219X0,500X0,04STZP: PART NUMBER 193-056	EA	1		
66	ADHESIVE CERAMIC ALUMINA 2OZ: PART NUMBER 501-233-HAZ	EA	1		
67	DEXTRIN SOLUTION 14,2/GR: PART NUMBER 502-010	EA	1		
68	STD CALIBRATION TEMP GOLD .02 2PK: PART NUMBER 502-496	EA	2		
69	STD CALIBRATION TEMP NICKEL: PART NUMBER 501-951	EA	2		
70	INSULATOR FRONT LOWER: PART NUMBER 625-036	EA	3		
71	O-RING 332 2,375X2,750X0,187A: PART NUMBER 625-501-149	EA	5		
72	FLANGE COMPRESSION SEAL FURNACE: PART NUMBER 625-501-152	EA	3		
73	END BLOCK FRONT FURNACE AF SST: PART NUMBER 625-501-167	EA	2		
74	BAFFLE LIGHT BACKGROUND FURNACE P: PART NUMBER 652-501-247	EA	2		
75	COVER END TUBE D FURNACE PLT: PART NUMBER 625-501-248	EA	2		
76	ASSY CONNECTION GAS REDUCING: PART NUMBER 625-501-325	EA	2		
77	ASSY CONNECTION GAS PURGE: PART NUMBER 625-501-325	EA	2		
78	KIT REPL 6 HEATING ELEMENTS AF700: PART NUMBER 625-501-328	EA	2		
79	CONE TRAY 6/5 PLC DUAL SIDED 100/PK: PART NUMBER 625-501-662	EA	2		
80	GASKET ASSY TERMINAL ELEMENT 0,75: PART NUMBER 633-103-092	EA	1		

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81	TRAY CONE 6/5 PLC DUAL SIDED 10/PK: PART NUMBER 625-501-661	EA	1		
82	KEY BYPASS/OVERRIDE SOL AZM170: PART NUMBER 625-501-431	EA	1		
83	FILTER LIGHT NEUTRAL DEN 29MM: PART NUMBER 625-501-443	EA	1		
84	INSULATION END TUBE D FURNACE: PART NUMBER 625-501-469	EA	1		
85	CLAMP ELEMENT HEATING 0,75 IN: PART NUMBER 625-501-470	EA	1		
86	PIN STOP TRAY CONE SAMPLE: PART NUMBER 625-501-471	EA	1		
87	INSULATION MOD SIDE FILTER: PART NUMBER 710-496	EA	1		
88	KIT REGULATOR PRESS 2 STAGE FLAMMABLE CGA350 QTV: PART NUMBER 633-103-357	EA	1		
89	KIT REGULATOR PRESS 2 STAGE SCI AIR CGA346 QTV: 633-103-354	EA	1		
90	MOLD CONE AMERICAN STANDARD: PART NUMBER 776-957	EA	1		
91	TUBE MULLITE 0,125X0,250X15,0: PART NUMBER 633-101-990	EA	1		
92	TUBE ALIMINA 2,250X2,500X22,20: PART NUMBER 633-101-997	EA	1		
93	O-RING 202 0,250X0,500X0,125A: PART NUMBER 625-501-430	EA	1		
94	CABLE ALUM BRAID 50 AMP 7,50 LG: PART NUMBER 633-101-361	EA	1		
95	CABLE ALUM BRAID 50 AMP 9,20 LG: PART NUMBER 633-101-362	EA	1		
96	CAMERA DGTL 1,3MP USB LU170M: PART NUMBER 625-501-682	EA	1		
97	TOOL EXPANSION FOR T-CLAMP: PART NUMBER 613-564	EA	1		
98	INSULATOR FRONT LOWER: PART NUMBER 625-036	EA	1		
99	INSULATOR FRONT UPPER: PART NUMBER 625-037	EA	1		
100	TRAVELLING	EA	3		
101	LABOR	EA	10		
102	TRAVELING DISTANCE	EA	90		
103	ISO ASH FURNACE CALIBRATION	EA	2		
104	ISO ASH FURNACE ELEMENT	EA	1		
105	ISO ASH FURNACE CONTROLLER PANEL	EA	1		
106	THERMOCOUPLE TYPE K	EA	1		
107	SHEATH 10MM OD X 300MM LONG PYTHAGORAS	EA	1		
108	BOARD 25MM FIRED AND RIGIDIZED 1260°C	EA	1		
109	BOARD 50MM FORED AND RIGIDIZED 1260°C	EA	1		

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110	CALIBRATION CERTIFICATE	EA	2		
111	VOLATILE FURNACE CALIBRATION	EA	2		
112	VOLATILE FURNACE CONTROLLER PANEL	EA	2		
113	CALIBRATION CERTIFICATES	EA	2		
114	TRAVELLING	EA	6		
115	LABOR	EA	12		
116	TRAVELING DISTANCE	EA	90		
117	OVENS CALIBRATIONS	EA	8		
118	FAN REPLACEMENT	EA	8		
119	CALIBRATION CERTIFICATES	EA	8		
120	MASS PIECES SET	EA	2		
121	MASS PIECES 2KG	EA	1		
122	MASS PIECES 5KG	EA	1		
123	HYGROMETER TEMPERATURE CALIBRATION	EA	5		
124	HYGROMETER HUMIDITY CALIBRATION	EA	5		
125	DIGITAL THERMOMETER WITH TYP K FLEXI PROBE	EA	2		
126	DIGITAL THERMOMETER WITH SOLID PROBE	EA	2		
127	SANPLATECH DRY KEEPER DESICCATOR	EA	1		
128	STOPWATCHES	EA	2		
129	ANALYTICAL/TOP PAN BALANCES	EA	6		
130	CALIBRATION CERTIFICATES	EA	27		
131	TRAVELLING	EA	6		
132	LABOR	EA	12		
133	TRAVELING DISTANCE	EA	90		
134	COAL PT GEN ANALYSIS, AI,HGI	EA	12		
135	COAL PT TOTAL MOISTURE	EA	6		
136	COAL PT PARTICLE SIZE DISTRIBUTION	EA	2		
137	COAL PT COURIE	EA	12		
138	COAL PSD COURIE	EA	2		

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139	SANAS ACCREDITATION MEMBER FEE	EA	5		
				Total	

RATES (CALL OUTS):

	Normal Rate	Overtime Rate Saturday	Overtime Rate Sunday	Overtime Rate Public Holiday
Technician				
Rate Per Km				

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

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1 Description of the service

1.1 Executive overview

Matimba power station produces demineralised Water using ion exchange systems. During the process of electricity production, it is imperative to monitor the chemistry of the water from water treatment plant to cycle chemistry system (water /steam). To monitor chemistry Eskom Matimba also consist of laboratory that monitors and verifiers process analysers and plant performances. The chemistry is monitored using analytical instruments and online process analysers. This are all required to be serviced and calibrated annually by and external service provider preferably OEMs. These instruments are used to prolong the life span of the plant and ensures that there is good laboratory practices and quality assurance.

1.2 Employer's requirements for the service

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PCB	Printed Circuit board
CPP	Condensate polishing plant
WTP	Water treatment plant
DO	Dissolved oxygen
ISE	Ion selective electrode
PPM	Parts per million
PPB	Parts per billion
LED	Light Emitting Diode
OEM	Original equipment manufacturer
SHE Rep	Safety Health Environment representative
HIRA	Hazard Identification Risk Assessment
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SHE	Safety Health and Safety

2 Management strategy and start up.

2.1 The Contractor's plan for the service

Instrument	Service by OEM or authorised service technician or engineer	Repair or replacement
LECO AC600 CV	Once per year	As in when required
LECO SC832	Once per year	As in when required
LECO AFT 700	Once per year	As in when required
ISO Ash Furnaces	Once per year	As in when required
Volatile Furnaces	Once per year	As in when required
Ovens	Once per year	As in when required
Analytical/top pan Balances	Once per year	As in when required
Hygrometers	Once per year	As in when required
Digital Thermometer	Once per year	As in when required
Sanplatech dry keeper	Once per year	As in when required
Mass pieces	Once per year	As in when required
Stopwatches	Once per year	As in when required
Mass pieces 2Kg and 5Kg	Once per year	As in when required
Hardgrove Index	Once per year	As in when required
Flexi probe	Once per year	As in when required
Solid probe	Once per year	As in when required

2.2 Management meetings

Service report feedback meeting

After every service is done a service report must be drafted by the contractor and a meeting is to be scheduled to discuss the findings from the service. This meeting will highlight if spares are required to ensure that the analysers are in a good working condition. This must be done before invoice is submitted and service entry is done by the end user after every service is rendered.

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	Once annually	Chemical services	SHE REP from Eskom and SHE REP of the contracting company
Overall contract progress and feedback	Monthly	Microsoft teams	<i>Employer, Contractor</i>
Service Feedback	After every service	Chemical services Ops boardroom	Employer contractor and end users (technicians)

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

As in when required, an order will be placed the contractor will be required to send an authorised and competent to work on the that brand of instruments. The service technician /engineer will be required to bring their training certificate or authorisation letter from OEM prior to the service. The service engineer/ technician will be always allocated a technician from Eskom throughout the service to verify work.

As in when required the contractor will avail an authorised /competent service technician or engineer. No site supervisors or managers will be required.

2.4 Documentation control

All orders will be sent before work can commence as Task orders that the contractor must acknowledge and send back.

Service reports must be sent with the OEM letter head and signed by the competent or authorised service technician.

Certificates of calibration must be in an OEM letter head with the specifications and results written properly. Any other communications can be sent on emails to the contract manager in a letter attached to the email.

2.5 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 : Finance Shared Service (FSS) Fss@eskom.co.za

The contractor shall 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
- 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)

The assessment interval is: monthly, between the 24th and 25th day of each successive month.

The currency of this contract is: the South African Rand.

The period within which payments are made is: 4 (four) weeks after receipt of a valid invoice.

2.6 Contract change management

Eskom Standard forms of contract shall be used.

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

Not Applicable for option A contract

2.8 Insurance provided by the *Employer*

N/a

2.9 Training workshops and technology transfer

During services only authorised and trained technicians can service this analysers. During the service Eskom technicians will be allocated for on job training and skills transfer from the authorised and trained OEM technician.

2.10 Design and supply of Equipment

S/N and specs for the instruments

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

2.11.1 Equipment

Gas bottle and regulator and flow cell for the gas detectors may be required as in when for verification purposes by Eskom to be left behind after a service is done.

2.11.2 Information and other things

- Full-Service report with the calibration information, findings from the service, Required spares if defective and a calibration certificate.
- Delivery note.
- Service technician/ engineer certificate of competency and authorisation letter if none OEM to work on their analysers.
- Service kit list with details of what was supplied during the service

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- 3.1.1 The Contractor shall comply with the health and safety requirements contained in SHE/OHS Specification and the approved safety file.
- 3.1.2 The 37-2 agreement to be signed by Contractor and Employer representatives.
- 3.1.3 The SHE/OHS professional conducts internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.
- 3.1.4 The Contract Manager conducts inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.
- 3.1.5 The Contractor may be selected during internal and/or external Matimba Power Station audits to verify compliance to legal and contractual SHE/OHS requirements. The Contract Manager will communicate this at relevant time periods.
- 3.1.6 In addition to the requirements of the applicable laws governing the occupational health and safety, Matimba 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.
- 3.1.7 The minimum requirements for the Contractor to gain access to Matimba Power Station include the but not limited to:
 - 3.1.7.1.1.1 Valid Medical fitness certificate
 - 3.1.7.1.1.2 Police clearance
 - 3.1.7.1.1.3 Identification document (RSA ID or equivalent)
 - 3.1.7.1.1.4 National Drivers Licence (applicable to drivers)
 - 3.1.7.1.1.5 Proof of Matimba Power Station Safety Induction
 - 3.1.7.1.1.6 Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up.

Rule	Description of rule
3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

3.1.7.2 Applicable risk-based PPE.

3.1.7.3 Valid letter of good standing always (COIDA)

3.1.2 Key Performance Indicators

Contractor/supplier Management Key Performance Indicators (KPI's)

1. Maintain Health and Safety file and compliance to the health and safety plan, Eskom SHE/OHS specification and applicable legislation.
2. Always maintain good housekeeping.
3. Implement and monitor near miss programme (reporting of near misses).
4. Comply to Planned Job Observation programmes.
5. Zero Fatalities
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incident investigations shall be completed within 30 days of the occurrence of an incident.

8. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
9. Close audit findings as per the recommended time frames as per audit report or action raised in SAP QIM
10. Close non-conformance as per the recommended time frames in SAP QIM

3.1.3 Contract completion and sign off

On completion of the project/contract, Eskom team (led by the Contract Manager) involved in the project together with the Contractor shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the Contract Manager shall ensure that the below requirements are met:

- a. Close all incidents and audit findings.
- b. Clean the respective yard and ensure good housekeeping where the contractor was working.
- c. Contractor shall submit safety statistics and a safety file to Eskom BU Safety department for closeout and filling.

Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated:

The contractor shall ensure that all his/her activities related to manufacturing, supplying and delivering and operation of their product is in line with the relevant environmental legislation.

They shall coordinate their activities in line with the requirements of ISO 14001: 2015 and Matimba Power Station environmental management system.

The contractor shall ensure that in the execution of his/her activities, no contamination of water (either surface or underground), no disturbance of the land and biodiversity within Matimba premises, no waste will be disposed of in an irresponsible manner.

The contractor shall ensure that his/her practices are in line with Eskom SHEQ Policy (32-727) and Matimba Power Station Environmental Policy Statement (PS/270/083).

The contractor shall prepare environmental aspects and impacts which are in line with the scope as per the tender document.

3.3 Quality assurance requirements

The contractor shall be in possession of ISO 17025: 2017 for gas metrology. Calibration shall be done using appropriate calibration gas mixtures. The contractor shall submit a completed contract quality plan using the Eskom Contract Quality Plan Doc No. **240-109253698 Rev 3**

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

As per the evaluation criteria

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

N/a

4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/a

4.2.3 Limitations on subcontracting

N/a

4.2.4 Attendance on subcontractors

N/a

4.3 Plant and Materials

4.3.1 Specifications

Instrument models as state below with their model numbers and all related spares that can be required for the model:

LECO AC 600
LECO SC832
LECO AFT 700
ISO Ash Furnaces
Volatile Furnaces
Ovens
Hardgrove Index
Analytical /Top pan balances
Mass pieces
Stopwatches
Hygrometers
Thermocouples flexi probe
Thermocouples solid probe

4.3.2 Correction of defects

During service if a defect is noted it must be recorded on the service report and sent after service. The service engineer is to discuss the finds at the service report feedback meeting if item can be repair this must be done during the service. But if the item is defective and requires to re replaced an order will be loaded based on the service report recommendation. The defective item should be repaired within 3weeks after placement of order.

4.3.3 Contractor's procurement of Plant and Materials

- All procured replacement spare items must have warranty unless if it's a consumable.
- The contractor is to ensure that all spares supplied are in working order and have a factory test certificate to ensure that they are in good working order.
- The contractor is to ensure that all procured items are handled and delivered in a safe manner.
- If an item is delivered and installed with a defect it will be rejected.

4.3.4 Tests and inspections before delivery

- All chemical reagents and standards used must be inspected before use by the process supervisor, the chemicals must be accompanied with certificate of analysis and 16 points SDS.
- All spares and service kits must be checked by the process supervisor to check if the correct quantity of spares is supplied by the contractor.
- All inspected items must be compactable with the model numbers of the instruments.
- All items are to be inspected for quality control purposes.

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

No free issues, all service and spare items are to be supplied by the contractor.

4.3.6 Cataloguing requirements by the *Contractor*

N/a

5 Working on the Affected Property

LAR must be obtained at the control room before any work can commence and permit to work were required.

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

- All equipment that the contractor brings to site must be declare at the security gate.
- The vehicle used must comply road worthy standards and declared at the gate (car permit)
- Permit to enter the station must be requested 24hours before the contractor can enter the premises.
- Information required for the permit:
 - Id number
 - Surname and name
 - Company employee number
 - Company details
 - Emergency number and contact details.
 - Car registration number, car make, car model car colour
 - Duration on site

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

- All technicians to be involved as in when is required must have their details sent to the contract manager before coming to site.
- Work must be done as in work is required.

5.3 Health and safety facilities on the Affected Property

N/a

5.4 Environmental controls, fauna & flora

N/a

5.5 Records of *Contractor's* Equipment

No data is required for this section of the conditions of contract.

5.6 Equipment provided by the *Employer*

N/a

5.7 Site services and facilities

5.7.1 *Provided by the Employer*

- Instruments are easily accessible no hooking at heights is required.
- All permit to work will be done on site by the responsible person prior to contractor working.
- Demin and Ultra-pure water will be provided by the chemical services Laboratory section when required.

5.7.2 *Provided by the Contractor*

- All service items required to complete the service and repair successfully must be provided by the contractor.

5.8 Control of noise, dust, water and waste

- While working at the plant all mandatory signs must be adhered to, if ear plugs/muffs, helmets with a chin strip and goggles are mandatory, they need to be always worn.
- If there are safety restrictions at the plant the contractor is to work on prior to the work.
- The pre-task risk assessment done must indicate as such with mitigations of the safety issue in question.

5.9 Hook ups to existing works

N/a

5.10 Tests and inspections

5.10.1 Description of tests and inspections

After service or repair is done the quality control sample must be run and instrument must be tested for verification purpose.

5.10.2 Materials facilities and samples for tests and inspections

Service workshop for specific analysers if service is not done onsite.

6 List of drawings

6.1 Drawings issued by the *Employer*

N/a