



NEC3 Term Service Contract (TSC3)

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

and

(Reg NO.)

for **THE PROVISION OF WATER MONITORING SERVICES
AT INGULA & DRAKENSBERG PUMPED STORAGE
SCHEMES**

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ENQUIRY NUMBER: WCPK1053JP

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

THE PROVISION OF WATER MONITORING SERVICES AT INGULA & DRAKENSBERG PUMPED STORAGE SCHEMES

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 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	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(in words)	

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

Signature(s)		
Name(s)		
Capacity		
For the tenderer:		
Name & signature of witness	Signature:.....	Date
	Print Name:		
Tenderer's CIDB registration number:	Not Applicable		

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

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: 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)	Avi Singh		
Capacity	General Manager – Peaking Power Stations		
for the Employer	Eskom Holdings SOC Ltd c/o 15 Pasita Street Rosenpark 7530		
Name & signature of witness Marna Bester Procurement Manager	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 <i>Employer</i>
Signature
Name		Avi Singh
Capacity		General Manager – Peaking Power Stations
On behalf of		Eskom Holdings SOC Ltd c/o 15 Pasita Street Rosenpark 7530
Name & signature of witness Marna Bester Procurement Manager
Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>dispute resolution Option</p> <p>and secondary Options</p> <p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X17: Low Service Damages</p> <p>X19: Task Order</p> <p>X20: Key Performance Indicators</p> <p>Z: <i>Additional conditions of contract</i></p> <p>of the NEC3 Term Service Contract April 2013. (TSC3) Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za</p>	
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address</p>	<p>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated of the company laws of the Republic of South Africa</p> <p>Registered office at Megawatt Park, Maxwell Drive, Sandton,</p>
10.1	<p>The <i>Service Manager</i> is (name):</p> <p>Address</p> <p>Tel</p>	<p>Ingula Pumped Storage Scheme</p> <p>Mr Solly Sibiya</p> <p>Off the R103 on to the D48, De Beers Pass Road, Besters Ladysmith, 3370</p> <p>036 342 3434</p>

	e-mail	Sibiyas2@eskom.co.za
11.2(2)	The Affected Property is	Ingula & Drakensberg Pumped Storage Scheme
11.2(13)	The <i>service</i> is	Water Monitoring Services
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Not applicable
3	Time	
30.1	The <i>starting date</i> is.	1 December 2022 or soon as possible
30.1	The <i>service period</i> is	5 years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	After work has been performed as per <i>Employer's</i> instruction <ul style="list-style-type: none"> month-end for repetitive monthly service completion of task order for ad-hoc service
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Monthly Payment Terms: 14 days For QSE/EME L1-4 Vendors or 30 days for other vendors, after receipt of tax invoice with signed off assessment certificate

51.4	The <i>interest rate</i> is	0%(zero percent) above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by Standard Bank of South Africa Limited, from time to time, as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Not applicable
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration

W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p> <p>Cape Town, South Africa</p> <p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	Base date and indices to be supplied by the tenderer
X2	Changes in the law	
		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.2	The service level requirements are:	<ul style="list-style-type: none"> • Report must be submitted in less than 30 days after the is complete. • A penalty of a R1000 per report if not submitted on time. ▪ A penalty of R500 per day will be applied for late approval/acceptance by SHE file from date of inception of contract.
X19	Task Order	
		Additional requirements as and when needed
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 working days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	No KPI incentives apply this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	As scheduled
Z	The <i>additional conditions of contract</i> are	
		Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without	

the written consent of the *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 sub*Contractors* abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

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

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 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 *Contracto*

ensures that the Committing Party co-operates fully with an investigation

Z13 Nuclear Liability

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering *Contractor*:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. Email address	
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	As contained in the Form of Acceptance
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	TSC3 Service information
21.1	The plan identified in the Contract Data is contained in:	Not applicable
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience:	

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

	2	Name:	CV's as provided with the tender
		Job	
		Responsibilities:	
		Qualifications:	
		Experience:	
A	Priced contract with price list		
11.2(12)	The <i>price list</i> is in	TSC3 Price List	
11.2(19)	The tendered total of the Prices is		

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>	3

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 <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

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.

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.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

The labour resource pricing is a rate based per hour, quantities will be determined by completion of an attendance register. The transportation and accommodation pricing are rate based per kilometre and per person.

Item nr	Description	Unit	Quantity	Unit Price	Total
1	Groundwater Monitoring boreholes location as per Table 19 of WUL, service Quarterly				
1.1	<u>Ground Water Variables(4 boreholes)</u>				
	Electrical Conductivity (mS/m) – quarterly	Each	80		
	Sodium (mg/l) – quarterly	Each	80		
	Magnesium (mg/l) – quarterly	Each	80		
	Calcium (mg/l) – quarterly	Each	80		
	Chloride (mg/l) – quarterly	Each	80		
	Sulphate (mg/l) – quarterly	Each	80		
	Nitrate (mg/l) – quarterly	Each	80		
	Fluoride (mg/l) – quarterly	Each	80		
	Iron (mg/l) – quarterly	Each	80		
	pH – quarterly	Each	80		
2	<u>Bio monitoring points as per Table 15 of WUL, service bi annual</u>	Unit	Quantity		
2.1	Water Quality				
	TOC	Each	120		
	COD	Each	120		
	SRP	Each	120		
	E. coli	Each	120		
	Total coliforms	Each	120		
	Temperature	Each	120		
	Conductivity	Each	120		
	DO	Each	120		

	pH	Each	120		
	NO3	Each	120		
	NO2	Each	120		
	NH3	Each	120		
	SS	Each	120		
	Turbidity	Each	120		
2.2	Latest SASS system to be applied	Each	50		
2.3	Specific Pollution Sensitivity Index must be produced: Benthic Diatoms	Each	120		
2.4	FRAI: Fish Response Assessment Index	Each	60		
2.5	Habitat Integrity Assessment	Each	120		
3.	Effluent Quality Monitoring, serviced monthly				
3.1	Waste Water Treatment Works variables				
	pH	Each	60		
	Electrical Conductivity (EC) (mS/m)	Each	60		
	Chemical oxygen demand(COD)(mg/l)	Each	60		
	Faecal Coliforms/ E. Coli (CFU/100ml)	Each	60		
	Ammonia (ionised and un-ionised) as Nitrogen (NH ₃ as N) (mg/l)	Each	60		
	Nitrate/Nitrite as Nitrogen (NO ₃ /NO ₂ as N) (mg/l)	Each	60		
	Ortho-Phosphate as Phosphorous (PO ₄ as P) (mg/l)	Each	60		
	Suspended Solids (mg/l)	Each	60		
	Chlorine as Free Chlorine (mg/l)	Each	60		
3.2	Underground drainage gallery variables				
	Sodium (mg/l)	Each	60		
	Electrical Conductivity (EC) (mS/m)	Each	60		
	Total Dissolved Solids (TDS) mg/l	Each	60		
	Calcium (mg/l)	Each	60		

	Magnesium (Mg) (mg/l)	Each	60		
	Chloride (mg/l)	Each	60		
	Sulphate (mg/l)	Each	60		
	Nitrate (mg/l)	Each	60		
	Oil and Grease	Each	60		
	Fluoride(mg/l)	Each	60		
	Iron (mg/l)	Each	60		
4.	Surface Water Monitoring at 5 points: Bedford dam downstream, Braamhoek dam upstream and downstream, devils culvert, permanent sewer line downstream	Unit	Quantity		
4.1	Variables to monitor and Limits				
	pH, 7.7-8.7	Each	60		
	Flow, Not applicable	Each	60		
	Temperature <10%variation	Each	60		
	Electrical Conductivity (EC) (mS/m) ≤ 12.0	Each	60		
	Suspended Solids (mg/l) < 20	Each	60		
	Dissolved Oxygen (mg/l) ≥ 8.0	Each	60		
	Turbidity (NTU) < 10	Each	60		
	Alkanity (mg CaCO ₃ /l) <40	Each	60		
	Aluminium (Al) (mg/l) <0.265	Each	60		
	PO ₄ (mg/l) <0.5	Each	60		
	NO ₃ /NO ₂ as (N) (mg/l) <6	Each	60		
5	Monitoring of portable water as per SANS 241:2015 Drinking limits at two points				
5.1	Visitors Centre	Each	60		
5.2	Admin Building	Each	60		
6	<u>Other Costs:</u>				
	<u>Labour</u>				
	<u>Transport</u>	KM			

	<u>Accommodation</u>				
	<u>Laboratory Materials/Costs</u>				
	<u>Administration etc.</u>				
	<u>Borehole Pump Test</u>	Each	3		

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

C3.1: *EMPLOYER'S SERVICE INFORMATION*

1 Description of the service

1.1 SCOPE OF WORK FOR INGULA AND DRANKENSBERG PUMPED STORAGE SCHEME REQUIREMENTS:

The provision of Water monitoring Services that include 5 elements of monitoring:

- Groundwater Monitoring at 4 points (Quarterly)
- Bio monitoring at 12 Points (Biannual)
- Effluent Monitoring 2 points (Monthly)
- Surface water Monitoring ((Monthly) 5 Points
- Potable Water Monitoring (monthly) 2 Points

Groundwater Monitoring as per Section 21(g) of the Act; Appendix IV of the WUL; condition 3.1

Monitoring boreholes location as per Table 19 of WUL

Borehole Detail	Coordinates of boreholes
WSP MW-1	S28 18 24.4, E29 34 16.8
WSP MW-2	S28 18 24.4, E29 34 16.8
WSP MW-3	S28 17 38.0, E29 36 19.1
WSP MW-5	S28 17 08.7, E29 35 36.8

Monitoring variable and frequency as per Table 18 of WUL

	Frequency
Electrical Conductivity mS/m)	Quarterly
Sodium (mg/l)	Quarterly
Magnesium (mg/l)	Quarterly
Calcium (mg/l)	Quarterly
Chloride (mg/l)	Quarterly
Sulphate (mg/l)	Quarterly
Nitrate (mg/l)	Quarterly
Fluoride (mg/l)	Quarterly
Iron (mg/l)	Quarterly
Ph	Quarterly

1.2 SCOPE OF WORK FOR INGULA PUMPED STORAGE SCHEME REQUIREMENTS

Bio Monitoring as per Section 21(f) of the Act; Appendix V of the WUL; conditions 3.3.1 and 3.3.2 together with 5.2 and 5.3.

Bio monitoring points as per Table 15 of WUL

Monitoring site	Description	Coordinates		Water Quality	SASS	Benthic Diatoms	Fish	HIA
A2-STWB	Upstream Ngogo (background site)	S 28.278866	E 29.592700	X		X		X
A2 STWU	Midstream Ngogo	S 28.287257	E 29.592155	X		X		X
A2 STWD	Downstream Ngogo	S 28.293922	E 29.603011	X	X	X		X
A1 STWU	Upstream	S 28.276000	E 29.561000	X		X		X
A1 STWD	Downstream	S 28.286500	E 29.565500	X		X		X
*Wilge Down	Downstream	S 28.231021	E 29.533674	X	X	X	X	X
*Site 5	Downstream Braamhoekspruit	S 28.336191	E 29.591200	X	X	X	X	X
*Site 4	Upstream Braamhoekspruit	S 28.29120	E 29.55934	X	X	X	X	X
*Site 7	Bedford Source	S 28.22758	E 29.61696	X		X	x	X
Site 1	The Neck	S 28.23275	E 29.57466	X		X		X
Site 2	Rail Corner	S 28.21922	E 29.57466	X		X	x	X
*Site 3	Dlamini's Drift	S 28.22576	E 29.55115	x	X	X	X	X

Bio Monitoring Requirements as follows:

Quality:	The following parameters must be recorded at each site
	TOC
	COD
	SRP
	E. coli
	Total coliforms
	Temperature
	Conductivity
	DO
	pH
	NO3
	NO2
	NH3
	SS
	Turbidity
SASS:	Latest SASS system to be applied
Benthic Diatoms:	Specific Pollution Sensitivity Index must be produced
Fish	FRAI: Fish Response Assessment Index
HIA	Habitat Integrity Assessment

All Bio-monitoring to be done six monthly, viz during the wet and dry seasons. A Wetland Specialist will conduct a Wetland Assessment and submit the report to the Project Manager.

Effluent Quality monitoring as per Section 21(f) of the Act; Appendix V of the WUL; condition 2.2 and 3.2 of the WUL.

Waste Water Treatment works Area 2

Parameters and frequency for Quality monitoring at WWTW as per Table 14 of WUL

Variables	Frequency
pH	Monthly
Electrical Conductivity (EC) (mS/m)	Monthly
Chemical oxygen demand (COD) (mg/l)	Monthly
Faecal Coliforms/E. Coli (CFU/100ml)	Monthly
Ammonia (ionised and un-ionised) as Nitrogen (NH ₃ as N) (mg/l)	Monthly
Nitrate/Nitrite as Nitrogen (NO ₃ /NO ₂ as N) (mg/l)	Monthly
Ortho-Phosphate as Phosphorous (PO ₄ as P) (mg/l)	Monthly
Suspended Solids (mg/l)	Monthly
Chlorine as Free Chlorine (mg/l)	Monthly

Station Drainage Gallery

Parameters and frequency for monitoring at the underground Drainage Gallery as per Table 22 of WUL

Variables	Frequency
Sodium (mg/l)	Monthly
Electrical Conductivity (EC) (mS/m)	Monthly
Total Dissolved Solids (TDS) mg/l	Monthly
Calcium (mg/l)	Monthly
Magnesium (Mg) (mg/l)	Monthly
Chloride (mg/l)	Monthly
Sulphate (mg/l)	Monthly
Nitrate (mg/l)	Monthly
Fluoride(mg/l)	Monthly
Iron (mg/l)	Monthly

Surface water Monitoring

Monitoring Points

Point	Coordinates
Devils Culvert	28 18 08 S 29 33 41 E
Bedford Dam Downstream	28 14 11 S 29 35 00 E
Braamhoek Dam Upstream	28 17 34 S 29 33 34 E
Braamhoek Dam Downstream	28 18 47 S 29 34 48 E
Permanent Sewer Line Downstream	28 16 57 S 29 35 09 E

Variables	Limit	Frequency
pH	7.7- 8.7	Monthly
Flow (l/s)	Not applicable	Monthly
Temperature	<10% variation	Monthly
Electrical Conductivity (EC) (mS/m)	≤ 12.0	Monthly
Suspended Solids (mg/l)	< 20	Monthly
Dissolved Oxygen (mg/l)	≥ 8.0	Monthly
Turbidity (NTU)	< 10	Monthly
Alkanity (mg CaCO ₃ /l)	< 40	Monthly
Aluminium (Al) (mg/l)	< 0.265	Monthly
PO ₄ (mg/l)	< 0.5	Monthly
NO ₃ /NO ₂ as (N) (mg/l)	< 6	Monthly

Potable water monitoring

Monitoring Points

Point	Coordinates
Administration Building	28 16 51 S 29 35 16 E
Visitors Centre	28 16 48 S 29 35 18 E

The monitoring of potable water must be conducted in accordance with the SANS 241: 2015 Drinking

limits.

Reporting

A comprehensive report (one hard copy and one electronic copy) must be provided to Eskom within 30 days after assessments have been conducted

Accreditation

All analysis of the samples must be undertaken at an SANAS accredited laboratory and proof of accreditation must be provided with the tender documents. The contractor need to conduct Wetland Assessment, using a Wetland Specialists.

Scope Revision

NB. The Water Use License is likely going to be amended as the number of activities reduced with the completion of construction and the project moves to an operational phase. As a consequence, the contract will need to be revised be in line with the prevailing WUL conditions for the Station operational phase.

Due to this change the number of samples in each may be changed during the duration of this contract and tenders are requested to quote on a sample basis to allow appropriate costing and payments.

1.3 SCOPE OF WORK FOR WATER & EFFLUENT TESTING AT DRAKENSBERG PUMPED STORAGE SCHEME

Carry out water and effluent testing at the Drakensberg Pumped Storage Scheme on a monthly basis in compliance with Safety, Environment Regs. As stipulated of Ingula above.

The requirements are as tabled below:

Item	Qty	Description per Unit
		Raw and treated water analyses for the following parameters:
1	1	<u>Raw water</u> <ul style="list-style-type: none"> Jagersrust DWAF plant Alkalinity mgCaCO ₃ /L, calcium mgCa/L, chloride mgCl/L, fluoride mgF/L, magnesium mgMg/L, pH at 25 deg C, potassium MgK/L, sulphate mg mgSO ₄ ²⁻ /L, total hardness mg CaCO ₃ /L, turbidity NTU, total dissolved solids mg/L, electrical conductivity mS/m at 25°C, Ecoli count/100mls, total coliform count/100mls
2	1	<u>Raw water</u> <ul style="list-style-type: none"> Eskom water plant pH at 25 deg C, turbidity as NTU, total dissolved solids mg/L, electrical conductivity mS/m at 25°C, Ecoli count/100mls, total coliform count/100mls.
3	2	<u>Treated water</u> <ul style="list-style-type: none"> Eskom water plant Jagersrust DWAF plant Each Alkalinity mg CaCO ₃ /L, calcium mgCa/L, chloride mg Cl/L, Free chlorine mg/L, total chlorine mg/L, fluoride mg F/L, magnesium mg Mg/L, pH, potassium mg K/L, sulphate mgSO ₄ ²⁻ /L, total hardness mgCaCO ₃ /L, turbidity NTU, total dissolved solids mg/L/, electrical conductivity mS/m at 25°C, Ecoli count/100mls, total coliform count/100mls.
4	3	<u>Tap water</u> <ul style="list-style-type: none"> Drakensville Resort

		<ul style="list-style-type: none"> • Jagersrust single quarters • Ezulwini Resort <p>Each</p> <p>Free chlorine mg/L, total chlorine mg/L, pH at 25 deg C, turbidity NTU, total dissolved solids mg/L, electrical conductivity mS/m at 25°C, <i>Ecoli</i> count/100mls, total coliform count/100mls.</p>
5	1	<ul style="list-style-type: none"> • Eskom Visitors Centre tap water <p>Alkalinity mg CaCO₃/L, calcium mgCa/L, chloride mg Cl/L, fluoride mg F/L, magnesium mgMg/L, pH at 25 deg, potassium mg K/L, sulphate mgSO₄²⁻/L, total hardness mg CaCO₃/L, turbidity NTU, total dissolved solids mg/L, electrical conductivity mS/m at 25°C, <i>Ecoli</i> count/100mls, total coliform count/100mls.</p>
6	1	<ul style="list-style-type: none"> • River water sample taken downstream of the Eskom Sewage Plant <p>Ammonia mg N/L, nitrate mg N/L, nitrite mg N/L, phosphate mg P/L, chemical oxygen demand mg/L, total chlorine mg Cl/L, suspended solids mg/L, faecal bacteria count/100mls, pH at 25°C, total dissolved solids mg/L electrical conductivity mS/m at 25°C</p>
7	1	<ul style="list-style-type: none"> • Eskom- Drakensberg Power Station Sump water <p>Ammonia mg N/L, nitrate mg N/L, nitrite mg N/L, phosphate mgP/L, chemical oxygen demand mg/L, total chlorine mg Cl/L, suspended solids mg/L, faecal bacteria counts/100mls, pH at 25deg C, total dissolved solids mg/L, electrical conductivity mS/m at 25°C</p>
		Final effluent analyses for the following parameters:
8	1	<ul style="list-style-type: none"> • Eskom Sewage Plant final effluent <p>Ammonia mg N/L, nitrate mg N/L, nitrite mg N/L, phosphate mgP/L, chemical oxygen demand mg/L, total chlorine mg Cl/L, suspended solids mg/L, faecal bacteria count/100mls, pH at 25°C, total dissolved solids mg/L, electrical conductivity mS/m at 25°C</p>

The service provider to indicate which methods are SANAS accredited

Results to be presented alongside the SANS 241-2011 limits for each parameter.

2 Management strategy and start up.

2.1 The Contractor's plan for the service

- Resources must be made available at all times such as chemicals, vehicles.
- Equipment safety-gear and other resources etc.

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:
Contract Handover	On commencement date of the Contractor	<i>Employer's</i> site	<i>Employer and Contractor</i>
Overall contract progress and feedback	Monthly per assessment certificate requirements	<i>Employer's</i> site	<i>Employer and Contractor</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 one to five days of the notification.

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 provides an organogram of the proposed personnel on this project.

The *Contractor* is responsible for the supervisory and management of people allocated on this project.

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.5 Documentation control

The *Contractor* keeps record of all documentation related to this contract.

All documentation is provided to the *Employer* in an electronic media format using Microsoft Office, unless otherwise stated.

All documentation complies with Peaking Procedures 167A/143 rev3, Documentation Management Procedure, and 167A/49 rev 2, Standard Drawing Office Practice and OPS 0002 rev2, Generation Training, Operating and Maintenance Documentation. The documentation and drawings (where applicable) supplied is in South African English and SI units are used.

Should the equipment not be found for inspection, a fully completed SAP PM Order Shop Paper must be returned with a certificate of non-compliance? After completion of service on any equipment a certificate has to be issued certifying test done.

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 assessment certificate. Assessments are conducted monthly or at completion of task order for an ad-hoc service. Assessments of work completed and value is mutually agreed between the

Service Manager and *Contractor*. The *Contractor* issues invoice in line with the assessed value on the assessment certificate

Submitted invoices are paid 30 days from date of receipt of invoice by the *Employer*.

2.6.1 Invoices submission

All Invoices to be accompanied by the Payment Assessment Certificate as issued by the *Service Manager*.

Invoices to be submitted electronically as PDF documents to: Invoiceseskomlocal@eskom.co.za

2.6.2 The *Contractor* includes the following on the *Contractor's* Tax Invoice:

- Name and address of *Contractor*
- *Contractor's* VAT registration number if applicable;
- *Contractor's* company registration number if applicable;
- *Contractor's* banking details;
- Name and address of recipient;
- Tax invoice number and date of issue;
- Description of goods/ service provided;
- Period time for which the Tax Invoice is being rendered;
- Contract Number (commencing with a 46 prefix);
- Relevant Task Order Number (commencing with a 45 prefix);
- Relevant task order line item number;
- Relevant goods receipt / service entry number received from the *Employer's Service Manager*
- Statement whether value added tax is included or excluded;
- Invoices to be made out to Eskom Holdings SOC Ltd

2.6.3 How to submit invoices

a) General Submission Information

- The subject line on your email should only contain your Eskom vendor number
- Each invoice in PDF should be named with your invoice number only
- Ensure that the Eskom task order number is clearly indicated on your invoice together with the line number you are billing for
- Ensure you comply with the SARS tax requirements for submitting invoices electronically
- Each PDF files should contain one invoice, one debit note or one credit note only. I
- All electronic invoices must be sent in PDF format only
- Attach proof of delivery to your invoice (e.g. assessment certificate)
- Where applicable, supporting documents must be attached to the scanned PDF invoice as one attachment

- Assessment Certificate / delivery note
- CPA calculation sheet
- Retention certificates where it is a retention invoice
- Any other appropriate documents

b) Shipping Invoices

- Hard copy invoices to be delivered to the *Service Manager* in addition to the submitted electronic copy
- Invoice (this should only reflect the shipping cost).
- Shipping invoices to be accompanied with
 - Commercial invoice
 - Delivery note
 - Your shipping cost calculation relevant to the invoice – not a generic calculation (The amount of shipping costs calculation must balance with the amount on the invoice)
 - Forwarding agent's invoice
 - Customs document

c) Foreign Invoices

Hard copy invoices to be delivered to the *Service Manager* in addition to the submitted electronic copy

d) CPA

CPA is applied as per Secondary Option X1 in Contract Data. If there is CPA on your invoice, it is recommended that you issue a separate invoice for CPA so that if there any issues on the CPA, the rest of the invoice can be paid whilst CPA issues are resolved.

CPA calculation sheets to accompany invoice

2.6.4 Payment Queries

For all queries and follow-ups on invoice payments, kindly contact the Finance Shared Services Contact Centre

- Tel: 011 800 5060
- Email: fss@eskom.co.za

2.6.5 Eskom information

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

2.6.3 Avoid Payment Delays

- Failure to submit a PDF invoice with accompanying assessment electronically to Invoiceseskomlocal@eskom.co.za could result in payment delays.

- *Contractor* to ensure the *Service Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit, tax certificate and Letter of Good Standing during contract period. Failure to do so, could result in Eskom Vendor Management Department blocking vendor details on Eskom vendor management system which affects payment processing of invoices
- It is important that the value stated on the invoice must be the same as the value stated on the task order. If the invoice value is different from the task order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the invoice, it will be rectified with the *Service Manager* before it is submitted for payment
- Ensure remittance email address and name on invoice are correct and that Eskom has received the same information to update its records. If different in Eskom's system, it will delay processing of invoice.

2.7 Contract change management

Additional services and or material is agreed between *Service Manager* and *Contractor* and supported by a task order.

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

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

2.9 Insurance provided by the *Employer*

No additional information. Refer to Contract Data. Queries regarding insurance claims and/or procedures can be addressed with the Contracts Manager.

2.10 Training workshops and technology transfer

The *Employer* will not pay for any training. It is expected that the *Contractor* provides trained people that comply at the very least to the minimum requirements. The *Contractor* makes provision of all the necessary training required to carry out the work that includes on-job training in line with duties expected to be performed including the use of hazardous chemicals, work at heights etc.

The *Contractor* ensures that all its personnel are trained appropriately to render the service as per the task they will likely perform on site.

- Supplier Development & Localisation:
Not applicable

2.11 Design and supply of Equipment

The scope of the work is described in this specification.

No alteration to- or on equipment is allowed without the written consent of the Service Manager.

Note: Equipment, safety-gear and other items required to perform the service will be provided by the *contractor*.

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

- **Equipment & Other things**

Onsite transport will be provided by the contractor subject to compliance to Eskom rules and regulations.

Eight horses are Eskom owned and will be provided for use by the service provider

2.13 Management of work done by Task Order

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

The *Service Manager* issues a task order to the *Contractor* which specifies clearly the work to be performed, additional specification; procedures; any other constraints the *Contractor* complies with in providing the service.

The task order is issued before *Contractor* provides the service.

The services manager issues the task order to the contract in a timely manner that allows the *Contractor* to properly plan the service within the time period(s) stated on the task order.

The *Contractor* performs the service in accordance with the task order issued and completes it within the time period specified in the task order.

All services provided comply with this service agreement and procedures stated.

Should the *Contractor* be unable to supply the resources required to complete the task order within the period specified, the *Contractor* immediately notifies the *Service Manager*. The notification includes recommendations as to how the work can be completed timeously.

A task order will be used for extra load testing and inspections on the attached equipment.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

The *Contractor* adheres to the safety regulations pertaining to the power station in addition to all requirements of the occupational, health and safety act of 1993 and all later revisions thereof. The *Contractor* provides all the required safety equipment and clothing to his staff for the duration of the contract.

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

The *Contractor* complies with the Health and Safety requirements contained in Standard 32-136.

Site Induction

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

Health, safety and environmental File submission:

The *Contractor* is expected to ensure that adequate time is allocated for the approval of their Health, Safety and Environmental File. This compulsory document must be prepared before an appointment with the Health & Safety Officer is made. The Health & Safety Officer will, upon receipt of this document, and after three working days, approve or reject the submission. No work shall start before the approval of the Health, Safety & Environmental File. Should the *Contractor* fail to rectify the shortcomings as outlined by the Health & Safety Officer, then Section 3.1.2 will apply.

The Health, Safety and Environmental File must contain (as a minimum) the following content, certified by true copies and affidavits as applicable for the works required:

1. Occupational health and safety policy
2. Health and safety plan
3. Section 37.2 legal agreement
4. Letter of good standing
5. Letter of appointment as *Contractor*
6. Fall protection plan (if scope of work include working at height)
7. Incident reporting sample
8. Certificate of Registration
9. Specific Risk Assessment
10. Medical Certificate
11. Toolbox talks template
12. Competency of the Technician (P-Certificate)
13. PPE Checklist (ensure that all *Contractors* coming to site have the PPE)
14. SHE Induction Training
15. Training certificates e.g. Working at height
16. Organogram
17. Safe work procedure
18. Checklists of the equipment that will be used on site

3.2 Environmental constraints and management

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

3.2.1 Legislation

Comply with all environmental legislation of South Africa in respect of controlling air pollution , water pollution and waste disposal.

3.2.2 Green Practices

The *Contractor* must carry out good environmental practices in carrying out the services for conserving the global and local environment. Such practices shall include but not be limited to the replacing all chemical based cleaning agents by natural/organic alternatives

3.3.3 Waste management

All bins must be replenished with plastic disposable bags and when full moved to designated waste areas. All waste is disposed of in the following waste bins

- Normal yellow dust bin = all soft waste
- Scrap yard bin = all steel and iron scrap
- Oil is disposed of in oil bins

No waste material must be accumulated or stored anywhere other than in the designated area. Waste removal from designated sites to waste holding area(s) will be done by the *Contractor*. Others will remove waste from site.

3.3 Quality assurance requirements

All work will be evaluated and accessed by the *Service Manager* prior to any payment being made.

- **labour**

Quality of workmanship / outputs will be monitored by the *Service Manager*. Poor performance will be addressed with the *Contractor*.

4 Procurement

4.1 People

5.1.1 Minimum requirements of people employed

Staff to have good verbal and written skills in English

The *Contractor* must comply with the South African Labour Relations Act.

5.1.2 BBBEE and preferencing scheme

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

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

Supplier Development & Localisation (SDL&I) Undertaking: Not applicable

Local Content

Not applicable

4.2 Subcontracting

Subcontracting of work is not acceptable .

4.3 Plant and Materials

5.3.1 Specifications

Materials used for this service is subject to the *Service Manager's* prior acceptance. Material Data sheets to be provided for all chemicals to be used

Title	Date or revision	Tick if publicly available
Labour Relations Act	Latest	✓
Occupational Health and Safety Act – 85 of 1993	Latest	✓
South African Labour Relations Act	Latest	✓
PPPFA Act	Latest	✓
Labour Taxation (SARS Requirements)	Latest	✓
Eskom Life Saving Rules	Latest	*
32-93 – Vehicle & Drive Safety Management	Latest	*
32-95 – Procedure Manual to Conduct EH&S Management	Latest	*
32-726 SHE Requirements for Eskom Commercial	Latest	*
32-727 Rev1 SHEQ Policy	Latest	*
Ingula OEMP	Latest	*
Reserve Management Plan	Latest	*

* Available on request

5.3.2 Contractor's procurement of Plant and Materials

Material list to be provided of all products and equipment brought on site. No plant or materials procured for the purpose of providing the service shall contravene the Safety and Environmental and site regulations.

5.3.3 Plant & Materials provided “free issue” by the *Employer*

Water and power as detailed fewer than 6.8.1 *Contractor* provides all other plant and materials necessary to provide the service.

5 Working on the Affected Property

Access to the Power station is restricted to authorized personnel only. All *Contractors* staff is required to be cleared by security. Whilst on site, the *Contractor* gives 24hrs notice to the *Service Manager* of his intention to enter security controlled areas.

GPS Co-ordinates

Site	Latitude	Longitude
Ingula	-28.278400	29.588917
DPSS	-28.5649342	29.0841529

- Ingula Pumped Storage Scheme (IPSS)**
Route D48 off R103 Bramhoek Dam
The site is located on the farm Zaaifontein, north of the Braamhoek Dam about 55 km from Ladysmith. The main access is via the main district roads turning off the main road between Ladysmith and Harrismith (R103) onto the road Besters (P275) then onto the De Beers Pass Road (D48)
- Drakensberg Pumped Storage Scheme (DPSS)**
The Drakensberg Pumped Storage Scheme is an energy storage facility built in the Northern Drakensberg near to Oliviershoek Pass.

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

- Peaking Power Stations are National Key Points. As such, All persons intending to perform work and/or attend meetings during this contract period, have to comply with the following:
 - a) Notify the *Service Manager* at least 48 hours prior to arrival and submit
 - b) ID numbers and vehicle registration numbers of persons intending to enter Eskom premises.
 - All Life Saving Rules as specified shall be adhered to. **ESKOM does not permit any passengers to be transported at the back of any Truck, light domestic vehicle or enclosed light commercial vehicle.**
 - Each person shall sign the site entrance Register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.
 - Parking is allowed in the demarcated areas only and should it be required to drive on site, then please adhere to the following;
Maximum speed is 60 or 40 20km/h. All road speeds are displayed on signs.
Driving is only allowed on tarred surfaces
Obey all road signs
 - Damage to ESKOM's plant/ property will be for the *Contractor's* account.
 - All *Contractor* personnel must have Police clearance. Certificates must be handed to the *Service Manager* at least 2 weeks prior to commencement of work. The *Service Manager* reserves the right to refuse entry to all persons whose criminal records indicate that their presence on site may create an unsafe and insure environment at the Eskom site.
 - Original ID document must be presented to security
 - No weapons may be taken on site
 - No photographs may be taken whilst on site.
 - All persons entering the Power Station premises will be required to undergo a breathalyser test. Any persons testing positive will not be allowed entry. The *Employer* has a zero tolerance towards alcohol use.
 - The *Contractor* provides all equipment, material and safety equipment required to perform the service. This includes personal protective gear for the staff.

- Asset registers of all tools and equipment for providing the service is maintained by the *Contractor* and shall be audited and inspected by the *Service Manager* from time to time.
- c) All Eskom employees including contractor employees, and subcontractor employees will undergo criminal record screening / checking. Failure to do criminal record screening/ checking will results in the tender not being awarded. After conducting criminal check/ screening the employee maybe refused or allowed to enter site based on the verification outcomes.

5.2 People restrictions, hours of work, conduct and records

It is expected that the *Contractor* and staff will uphold Eskom's Code of Ethics.

Ad-hoc Services

The premises may be entered from 07:00am to 16:15pm Mon-Thursday, and Fridays 07:00 -12:00PM, excluding Public Holidays

5.3 Health and safety facilities on the Affected Property

N/A

5.4 Environmental controls, fauna & flora

The responsibility and accountability for the use of chemicals remain with the appointed *Contractor*. To this effect, insurance cover shall be available, to the satisfaction of the *Service Manager*, to remedy any spill or effect outside of the control of the *Contractor*.

Following rules and regulations apply to all Peaking sites, to promote Eskom's goal of zero harm to the environment:

- Respect and care for the natural environment and for each other
- Minimise or mitigate any impacts that may cause harm or pollution to the environment
- Report immediately an environmental incident requiring action
- No fires are allowed
- No poaching of wildlife or plants is allowed
- Report any illegal activities
- Drive responsibly off road or in the veld, by using existing tracks or roads
- Obey speed limits on site
- Environmental practitioner on site

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* liaises and interacts with the power station operating staff and from time to time all other *Contractors* working on other projects. Proper co-ordination and work must be done when working in any area

of plant and where others are also performing work or activities. Interfacing is required with the site personnel and others. The *Contractor* ensures that access routes remain open throughout the period of service.

5.6 Records of *Contractor's* Equipment

The *Contractor* shall, before entering the site for the first time, provide a comprehensive list of all equipment and tools (with serial numbers where possible) intended for use during the contract period, to the Security manager/ *Service Manager* to obtain approval prior to any items being brought onto site. The security waybill process will apply for any movement of equipment. Equipment brought onto site for one day must also be declared at security and a separate form signed and approved. All equipment and/or materials can only be removed from site by means of a removal permit issued by the *Employer*. Access will be postponed until such time as the inventory is approved and available at each site visit.

Material intended for use shall be approved beforehand as stipulated. The exact amounts consumed during a particular service visit must be declared and reconciled in order to reflect on the quarterly report.

Equipment and vehicles left on site is done so at the *Contractor's* own risk.

5.7 Equipment provided by the *Employer*

The *Contractor* is responsible to provide all tools, materials, PPE equipment and all other items deemed necessary to perform the service.

5.8 Site services and facilities

6.8.1 Provided by the *Employer*

The *Service Manager* shall make available to the *Contractor*, or their representatives, the following facilities during the contract period:

- **Workers**

The Contractor will supply resources (human, tools and equipment's) to perform all the duties that are needed.

- **Water Supply**

The nearest potable water connections will be indicated but it is the *Contractor's* responsibility to arrange for all such services required in the execution of the service. No warranty is offered or given by the *Employer* that the existing available water supply will not necessarily be adequate for the *Contractors* purposes nor is that such supply in any way guaranteed.

All water for load testing purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials.

- **Potable Water**

The *Contractor* makes his own connections from the location as indicated on site.

- **Electricity Supply**

220V and 380V electrical supply are generally available in the power station complex. The nearest electrical power supply will be indicated but it is the *Contractor's* responsibility to arrange for all such services required in the execution of the works. No warranty is offered or given by the *Employer* that the existing available electrical supply will not necessarily be adequate for the *Contractors* purposes nor is that such supply in any way guaranteed.

The distribution of electricity shall be carried out by the *Contractor* strictly in accordance with the applicable laws and regulations.

- **Ablution facilities**

Available at offices

- **Telephone facilities**

None

- **Office Space, Storage etc. for *Contractor***

Facilities areas or other items to render the service will be provided by which it requires for the purposes of the contract will be made available made available by the *Employer*.

6.8.2 Provided by the *Contractor*

- **Accommodation and Transport**

The *Contractor* and its staff responsible for own arrangements for accommodation and transport.

- **Ablution facilities**

The *Contractor* may arrange portable facilities as required.

- **Telephone facilities**

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

- **Messing Facilities**

The *Employer* does not provide meals nor canteen facilities. *Contractor* and its staff are responsible for own arrangements

- **Medical Facilities / First Aid**

The *Employer* does not provide medica facilities nor first aid. The *Contractor* is reponsible to provide

- **All other items to render the service per scope requirements**

5.9 Control of noise, dust, water and waste

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

6 List of drawings

None