



NEC3 Term Service Contract (TSC3)

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

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

for **To conduct Particulate Emissions Correlation,
Gaseous Emission Parallel tests and other emission
related stack testing for Lethabo Power Station**

**The services will be required on an as and when
required basis for a period of five (5) years.**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

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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:

To conduct Particulate Emissions Correlation; Gaseous Emission Parallel tests and other emission related stack testing for Lethabo Power Station

The services will be required on an as and when required basis from for a period of five (5) years.

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	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*.

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**

Eskom Holdings SOC Limited
Lethabo Power Station

(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.

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

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

Eskom Holdings SOC Limited

Lethabo Power Station

Name & signature of witness _____

Date _____

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
	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) 800-8111
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	Lethabo Power Station Private Bag X 415 Vereeniging 1930
	Tel	[•]
	Fax	[•]

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

e-mail		[•]
11.2(2)	The Affected Property is	Lethabo Power Station
11.2(13)	The <i>service</i> is	To conduct Particulate Emissions Correlation; Gaseous Emission Parallel tests and other emission related stack testing for Lethabo Power Station. The services will be required on an as and when required basis for a period of five (5) years.
11.2(14)	The following matters will be included in the Risk Register	Delay in responding to a call out / service request Non-compliance to all Eskom and Legal requirements Poor quality of work
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	[•] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	5 (Five) 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	Completion of each task order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days after receipt of the Contract's 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	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	<p>Additional to clause 80.1, of the TSC, the following are Employer's risks</p> <ol style="list-style-type: none"> 1. Unavailability of test loading requirements (permission for loading not granted by National Control) 2. Adverse plant condition not allowing tests to continue 3. Personnel injuries or Near Misses 4. Environmental Contraventions 5. Contraventions due to non-compliance to legal requirements as per SHE and Plant safety requirements (PSR)
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 service at intervals no longer than	2 (two) weeks or agreed intervals to suit Purchase Order duration.
11	Data for Option W1	

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	The prices are in Rand and are firm for the first year (12 months) of the contract and thereafter Consumer Price Index (CPI) will apply in accordance to SEIFSA Table D-3 (or prevailing table).
		85% - Fluctuate 15%- Fixed
X1.1	The <i>base date</i> for indices is	A month prior the closing date of the tender
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	
X17.1	The <i>service level table</i> is in	2% of the task order value per day up to 15% of the total task order
X18	Limitation of liability	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	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 <ul style="list-style-type: none"> • Defects due to his design, plan and 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	2 (two) months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 (two) days of receiving the Task Order
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 present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

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

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 *Employer's limitation of liability*

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

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

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

Z11 *Ethics*

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

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

Z14 Asbestos

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

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

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

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

approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The 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	

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

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
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

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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.

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate (Cost /Item or Unit)	Price (for all quantities)
1	Health & Safety (Annual)	Each	5		
2	Particulate Correlation test (minimum 12 measurements per test)	Each	40		
3	Spot Checks (Minimum 3 measurements per test)	Each	24		
4	Correlation test Extra day	Each	40		
5	Spot Check Extra Day	Each	24		
6	QAL2 Parallel tests (minimum 15 measurements per test)	Each	40		
7	Gas Stratification (2 days)	Each	6		
8	Annual Surveillance test	Each	30		
9	Qal2 Parallel tests extra day	Each	40		
10	Gas Stratification extra day	Each	6		
11	BA (Breathing Apparatus) set training	Each	12		
12	Own Breathing Apparatus	Each	6		
13	Responsible Person (RP)	Days	652 days		
14	Lift Training	Each	10		
15	Rescue Person	Each	2		
16	Gas Tests in stack (1 measurement)	Each	176		
17	Set of monitors consisting of O2, So2 and CO monitors	Each	2		
17	Authorised supervisor (AS)	Days	652 days		
18	Max Emission tests	Each	18		
19	Particle Size Distribution Test	Each	18		

The total of the Prices

NOTE THAT THE CONTRACTOR MUST ASSUME THAT TESTS WILL BE CARRIED OUT 1 TEST IN 1 STACK AT A TIME. THE QUANTITIES ARE ESTIMATED.

SUPPLIER: PRINT NAME SIGNATURE DATE
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Document reference	Title	No of pages
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C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The provision of services to:

- Conduct Particulate Emissions Correlation for Lethabo Power Station;
- Conduct Gaseous Emission Parallel tests for Lethabo Power Station;
- Conduct other emission related stack testing for Lethabo Power Station;

The services will be required on an as and when required for a period of five (5) years.

1.2 Employer's requirements for the service

1.2.1 General Requirements

- The Contractor is to conduct the stated scope in accordance with the Eskom Emissions Monitoring and Reporting Standard (240-56242623 Rev. 3) for all six units at Lethabo Power Station.
- All tests to be carried out in accordance with the Eskom Emissions Monitoring and Reporting Standard (240-56242623 Rev. 3) and are required to meet international standards such as EN 14181, ISO 12141, EN 13284-1, EN 15259.
- The test methods (ISO, BS-EN, VDI, EPA etc) that the service provider will be using must be listed
- A single unit's required tests should be grouped where possible to be done in the same event (for example correlation test, gas stratification test and QAL 2 parallel tests), this should reduce costs.
- If not SANAS accredited, the Contractor must have made an application for accreditation to SANAS and provide an acknowledgment from SANAS.
- Wet vs Dry Parallel Test Measurements for QAL2 curves:
 - It is important to note whether an instrument is making a measurement on a wet or dry basis and if the measurement presented is on a wet or dry basis.
Most in-situ instruments do measurements on a wet basis (SICK, Procal, Codel) but can display the value either on a wet or dry basis with the aid of a separate moisture measurement. Most extractive instruments do the measurement on a dry basis (Servomex, Dr Foedisch, Horiba) and display on a dry basis. A separate moisture measurement is required for determining the actual moisture content.
The moisture content is also required for the normalization of the particulate emissions and flue gas volume.
 - Most Standard Reference Method (SRM) instruments measure on a dry basis and have a separate measurement for moisture.
The SRM moisture measurement is the reference for the dry correction.
 - During the gaseous QAL2/Parallel test, if the emissions are made on a wet basis, then the correction factor must also be on a wet basis.
 - During the gaseous QAL2/Parallel test, if the emissions are made on a dry basis, then the correction factor must also be on a dry basis.
- NO₂ Measurements during QAL2:
 - We are required to report our total NO_x emissions (reported as NO₂). This is made up primarily of NO and NO₂. Generally, NO makes up about 98% of total NO_x while NO₂ about 2% in the flue gas stream.
 - The CEMS (AMS) generally measure the NO concentration in the flue gas stream and in some case uses a predetermined factor for the NO₂ (typically 5%).
 - During the QAL2 /Parallel test, the service provider must also attempt to periodically measure the NO₂ concentration. If the NO₂ concentration, is in the undetectable range (<2.5% of total NO_x), they must include a statement in the report stating such. No further action will be required when reporting NO_x.
 - If NO₂ concentration greater than 2.5% of the total NO_x, then the service provider must include for this in the NO correction factor and state such in the report.

1.2.2 Particulate Emission Tests

1.2.2.1 Correlation test Scope

- The scope is to be conducted as per the Eskom Standard for Emissions Monitoring and Reporting as mentioned above.
- The requirement for conducting the particulate emission monitor correlations is to demonstrate compliance with the requirements of the National Environmental Management: Air Quality Act (39/2004), Listed Activities and Associated Minimum Emission Standards in terms of Section 21, Category 1.1. The substance applicable under Category 1.1 is Particulate Matter which is capped at 100 mg/Nm³ dry @ 10% O₂.
- For a Full Dust Correlation Test: A minimum of 12 successful tests per correlation will be done for electrostatic precipitators. The tests will be grouped in clusters each containing 3 repeat tests at any given condition so as to check repeatability and reproducibility. These tests must be done using the Quartz fibre filters.
- The tests should be conducted at what are considered "normal operating conditions" as would normally be encountered during day to day operation. Upset conditions such as fields out of service (particularly the 1st field or > 15% of the fields off or on low current), SO₃ injection impaired, high hopper levels or leaking bags should preferably not be used in the correlation as this changes the correlation relationship. If this is not possible due to access/loading constraints, the correlation may be completed but must be repeated as soon as practically possible once "normal operating conditions" are restored.
- Iso-kinetic sampling for particulates
- Minimum of twelve (12) tests
- Five different operating conditions
- Parameters to be measured/ recorded/ calculated: Gas Temperature; Oxygen; Gas Volume; Dust Concentration; Moisture; Velocity; Duct Pressure; Barometric Pressure; Iso-kineticity
- Recording of monitor signal on two channels
- Correlation coefficients and functions
- Emission correlation curves for the Measure Outputs
- Air flow to Gas Flow correlation curve
- Moisture Correlation Curve
- Velocity Correlation Curve

1.2.2.2 Quantity

- Projected 40 Correlation tests (Accounting for routing tests; tests after major outages; tests after monitor replacements; tests based on review/audit actions)
- Projected 40 additional days (extra days) for correlation tests should it be required

1.2.3 Spot Check

1.2.3.1 Spot Check Scope

- The scope is to be conducted as per the Eskom Standard for Emissions Monitoring and Reporting as mentioned above.
- For a Spot Dust/ QAL2 Parallel Correlation Test: A minimum of 3 successful tests per correlation will be done for electrostatic precipitators. A minimum of 3 successful tests per correlation will be done for fabric filter plant. Two (2) additional tests may be conducted to make provision for failed tests and/or outliers to be removed, if required. These tests must be done using the Quartz fibre filters. All spot test measurement must be super-imposed on the previous full correlation curve to show if they fall within the acceptable tolerances of the full correlation curve.
- Minimum of Three (3) tests
- One operating condition (Normal operating condition as close to 100% MCR as possible)

1.2.3.2 Quantity

- Total of 24 Spot checks
- 24 extra days for spot checks

1.2.4 Gaseous Emissions QAL2 Parallel Tests

1.2.4.1 QAL2 Parallel Test Scope

- The scope is to be conducted as per the Eskom Standard for Emissions Monitoring and Reporting as mentioned above.
- The primary objective of the emission measurements was to provide sufficient data to determine the Automated Measuring System's or AMS's calibration function, valid calibration range and determine the variability of the AMS in accordance with EN 14181 & EN 15259. The requirement for conducting the emission measurements is to demonstrate compliance with the requirements of the National Environmental Management: Air Quality Act (39/2004), Listed Activities and Associated Minimum Emission Standards in terms of Section 21, Category 1.1. The substances applicable under Category 1.1 are Oxides of Nitrogen & Sulphur Dioxide which have been capped currently at 1100 and 3500 mg/Nm³ dry @ 10% O₂ respectively.
- Minimum of 15 tests per parallel test
- QAL2 Parallel test must measure both NO and NO₂ and provide corrections factors for NO, NO₂ and Total NO_x accordingly.

1.2.4.2 Quantity

- Projected 40 verification (QAL2) parallel tests – minimum of 15 tests per parallel test
- Projected 40 additional days (extra days) for QAL2 parallel tests

1.2.5 Gas Stratification Tests

1.2.5.1 Gas Stratification Test Scope

- The scope is to be conducted as per the Eskom Standard for Emissions Monitoring and Reporting as mentioned above.
- The process to determine the most representative measuring point in the flue that is representative of the entire gaseous emissions
- The Best Average Sampling Point (BASP) or Most Representative Point (MRP) is derived from the stratification test.
- To ensure that the sample at the gas monitor is representative of the flue gas emitted, the station is to perform full stratification tests at the sampling location of the current and proposed monitor location if changes are required. This must be done as part of the pre-installation requirements for all new CEM systems as per British Standard EN 15259.

1.2.5.2 Quantity

- Projected 6 gas stratifications – at least 2 days testing per stratification
- Projected 6 additional days (extra days) for gas stratification tests should it be required.

1.2.6 Particle Size Distribution (PSD) Tests

1.2.6.1 PSD Test Scope

- The scope is to be conducted as per the Eskom Standard for Emissions Monitoring and Reporting as mentioned above.
- The National Atmospheric Environment Information System (NAEIS) requires the PM emissions to be categorized into PM₁₀ and PM_{2.5} particle sizes. Following these tests and the conditioning and weighing of the filters, two of the filter samples will be sent to an accredited laboratory for a particle size distribution analysis for the collected samples, one (preferably two) additional samples will be sent to Eskom RT&D for comparison of the PSD results. The results of the samples must be included in the test reports (excluding RT&D PSD analysis).
- Following the next GO of each unit, the tests to determine the PM_{2.5} and PM₁₀ concentrations will be done in accordance with BS-EN-ISO 23210, BS-EN-ISO 13271 or EPA 201A.
- Eskom is required to have plant specific size fractions and as such isokinetic sampling of and analysis needs to be done. It was envisaged that the samples obtained on the filter during the dust monitor correlation tests could be analyzed. However, the sample duration is not long enough for sufficient samples (0.5 grams minimum) to be collected on the test filter.
- Hence, stations are required to include in the scope of the next correlation tests (preferably after an outage) an additional isokinetic sample to collect the minimum required mass. This should be done at the highest possible steady state load conditions. The service provider should then send the

sample to a laboratory for the detailed PSD to be done (refer to Section 3.7.3.L of the Eskom Emissions Monitoring and Reporting Standard).

1.2.6.2 Quantity

- Projected 18 Particle Size Distribution tests

1.2.7 Annual Surveillance Tests

1.2.7.1 Annual Surveillance Test Scope

- The scope is to be conducted as per the Eskom Standard for Emissions Monitoring and Reporting as mentioned above.

1.2.7.2 Quantity

- Projected 30 Annual surveillance tests

1.2.8 Maximum Particulate Emission Tests

1.2.8.1 Maximum Particulate Emission Test Scope

- The scope is to be conducted as per the Eskom Standard for Emissions Monitoring and Reporting as mentioned above.
- The primary objective for Determining Surrogate Particulate Emission Values during Fault Conditions as presented in this report is to present surrogate emission values, which are to be reported to the authorities, during periods where the emission monitor's output indication becomes saturated.
- The operating regime followed during the measurement periods included the following selected fault conditions:
 - Measurement No. 1 to 3: SO3 plant on hold mode and all ESP field in-service.
 - Measurement No. 4: SO3 plant in-service and ESP field No. 1 off.
 - Measurement No. 5: SO3 plant in-service and ESP field No. 1 & 2 off.
 - Measurement No. 6: SO3 plant in-service and ESP field No. 1, 2 & 3 off.

1.2.8.2 Quantity

- Projected 18 Maximum Emission tests

1.2.9 Contractor is to also provide for the following:

- Annual Health and Safety costs (5 off)
- BA (Breathing Apparatus) set training for your personnel that will be testing in the Stack (assuming 3 persons on 1 Stack)
 - Must be done every 3 years
- Own breathing apparatus (minimum 3 sets)
 - Contractor must fulfil the minimum upfront. Only if the requirement of simultaneous Stack testing is needed then can the additional 3 BA set training be carried out and the additional 3 BA sets be purchased.
- Own Responsible Person (RP)
 - A minimum of 1 person is required but can be 2 for simultaneous Stack testing. The training is valid for 6 years but reauthorization is required every 2 years meaning that every 2 years the RP must do a refresher test and appear before the panel
- Own Authorized Supervisor (AS) Person
 - A minimum of 1 person is required but can be 2 for simultaneous Stack testing.
- Lift training
 - This must be done annually. A minimum of 1 person is required but can be 2 for simultaneous Stack testing. It would be cost effective to have the RP and AS as the lift driver to save additional resource costs.
- Own Rescue Person

- The type of training recommended is “Rope Rescue 1”. This certificate is valid for 2 years. A minimum of 1 person is required but can be 2 for simultaneous Stack testing. These are separate persons who will stand outside the Stack when work is being performed in the Stack for the entire duration.
- Respirators for your personnel (the ones that filter gases)
- Carry out basic gas tests once off per event to ensure there are no gases in the Stack at commencement of testing (about 176 tests based on contract scope)
- Minimum one each of the following monitors: CO; O₂; SO₂ (can be 2 of each for simultaneous Stack testing)

1.2.10 Safety, Health and Environment (SHE) Requirements

- The Contractor shall submit the SHE file that shall be audited and approved by Safety department within two weeks before work commences.
- For Minimum SHE file requirements, the contractor shall refer to Contractor Health and Safety Requirements (32-136)
- The Contractor must submit a SHE plan, including the activity based risk assessment.
- The contractor/supplier shall at all times comply with Eskom's Occupational Health and Safety (OHS), legal and other requirements as amended for the duration of the contract. In addition, the contractor shall comply with the requirements contained in the OHS Specification/requirements.
- Eskom reserves the right to terminate the contract, if the contractor/supplier has built up a history of poor performance or non-conformance in relation to matters of occupational health and safety and legal compliance.
- No work may begin until the Health and Safety file has been approved by Lethabo's OHS professional. For the length of the contract, the contractor shall adhere to Lethabo's OHS, legal, and other requirements, as amended

1.2.11 Quality Requirements

- The Contractor shall comply with:
 - QM58 (240-105658000) - Supplier Quality Management: Specification;
 - ISO 9001:2015 – Quality Management System requirements;
 - ISO10005 – Quality Management System Guidelines for Quality Plans;
 - ISO10006 – Quality Management Systems Guidelines for Quality Management in Projects;
 - ISO10007 – Quality Management Systems Guidelines for Configuration Management;
 - ISO31000 – Risk Management Principles & Guideline.
- The service provider shall compile and submit Contract Quality Plan that is specific to SOW; it shall be reviewed and signed off by Eskom technical /relevant skilled personnel within 5 days after PO award. The plan shall address the minimum requirements as per ISO 10005.
- Ensure adequately trained and skilled personnel to perform work.
- Entrench preventable environment by utilising approved Quality inspection method in the aim of non-conforming output detection i.e. QCP, PM, CM, Check sheets.
- To ensure compliance to Quality Management System requirements, the following requirements shall be adhered to: 240-68099512 Form A : The tenderer must complete and sign this form to acknowledge and accept Eskom Supplier Quality Requirements as per QM 58 Specification and ISO 9001 Standard.
- Category 2- Quality Assessment Criteria: Stipulated documented information to be provided for evaluation purposes.
- Adhere to QM 58_240-105658000 Supplier Quality Management Specifications.
- NCR's and defects notifications are issued, the Service provider will acknowledge the receipt within 48 hours and proposes corrective and preventive actions to the client as per the contract response period. The corrective and preventive actions will include the implementation and completion dates.
- The service provider to submit a detailed Construction Method Statements for each activity of his work, together with activity durations, to the client for review and acceptance prior to starting any work.
- All documents and records management should be performed according to Technical Document and Record Management Work Instruction (240-76992014). The Project Manager ensures that the service provider is provided with the latest revision.

- The Contractor shall repeat any work that is substandard until the required service is met.
- The use of any equipment or strategies that do not meet the specified requirements shall be subjected to the approval of the Employer.

1.2.12 Staff and Skills required on site

The Contractor shall ensure personnel employed have the required qualifications and training to perform the works

1.3 Interpretation and terminology

2 The following abbreviations are used in this Service Information:

3

Abbreviation	Meaning given to the abbreviation
ISO	International Organization for Standardization
BS-EN	British standard implementations of English language versions of European standards
VDI	Verein Deutscher Ingenieure
EPA	Environmental Protection Agency
MES	Minimum Emission Standards
SANAS	South African National Accreditation System
QAL	Quality Assurance Level
SRM	Standard Reference Method
NO ₂	Nitrogen Dioxide
NO	Nitrogen Oxide
NO _x	Oxides of Nitrogen
O ₂	Oxygen
mg/Nm ³	Milligram per normal cubic metre
SO ₃	Sulphur Trioxide
MCR	Maximum Continuous Rating
AMS	Automated Measuring System's
MRP	Most Representative Point
BASP	Best Average Sampling Point
CEM	Continuous Emission Monitors
NAEIS	National Atmospheric Environment Information System
PSD	Particle Size Distribution
PM10	Particulate Matter with a diameter of 10 microns
PM2.5	Particulate Matter with a diameter of 2.5 microns
RT&D	Research Testing and Development
ESP	Electrostatic Precipitator

RP	Responsible Person
AS	Authorized Supervisor
CO	Carbon Monoxide
SO ₂	Sulphur Dioxide

4 Management strategy and start up.

4.1 The *Contractor's* plan for the *service*

The *Contractor* performs work in accordance with the issue date of the order and completes it within the time period as planned and/or specified in the Purchase Order.

The *Contractor* also performs plant work, and operations work after the issue of the Purchase Order. If requested the *Contractor* also develops procedures applicable to the performance of designated tasks and submits the procedures to the delegated *Service Manager* for acceptance. All *works* provided comply with the standard specifications, procedures and Site regulations.

Should the *Contractor* be unable to supply the resources required to complete the Purchase Order within the period specified, he immediately notifies the delegated *Service Manager* to this effect. The notification includes recommendations as to how the work can be completed.

4.2 Management meetings

Not applicable

4.3 *Contractor's* management, supervision and key people

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

4.4 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.

4.5 Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

All procedures, work instructions, forms and all contractual communications must be controlled for the duration of the contract.

The following will appear on all controlled documentation as a title page, page header or page footer:

- Title
- Document Unique identifier

- Revision number, original documents will be noted as revision 0. All subsequent revisions will be number sequentially (1, 2, 3, 4....)
- Revision Date
- Date when document was last changed. This date will change with each revision.
- Effective Date
- Date when document first came into use. This date will not change as the Document is revised.

Depending on the test or service conducted reports will include some or all (but not limited to) of the following elements where applicable:

- Report Summary; Monitoring Objective; Plant Description and General Operating Procedures; Methods and procedures; Results; Discussion; Monitor Deviations; Recommendations; Detailed Measurement Results; Plant parameters; Correlations Graphs with equations; Outlines of Procedures; Water Vapour Concentration Calculation; TPM Monitor Output Trends; Velocity Temperature & Oxygen Profiles; Particulate Emission Monitor Calibration Certificate; Filter Mass Sheets; Calibration Certificates; Stack Gas Function Determination and Verification; SRM and AMS Coordinates; SRM Measurement Results; Plant Parameters; AMS Calibration Functions Graphs; Calibration Functions Calibration Range Variability Calculations; AMS & Calibration; SRM Calibration Checks; and, AMS Calibration Functions and Graphs ESKOM Method.

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e mail itself.

Either Party may request the other to provide free of charge non third party technical information and general arrangement drawings, operational and maintenance histories, operating advisory information, quality assurance and control records, copies of job reports, general arrangement drawings and sketches of modifications or repair procedures, technical procedures or any other matter of like kind for work being done under this contract, excluding proprietary information.

Both Parties shall allow access to their facilities as requested by the other Party within the control procedures of both organisations.

All records and information shall be retained for the duration of this contract.

At the end of the *service period* or earlier termination of this contract the *Contractor* shall make available to the *Employer* all records and information relating to the work carried out under this contract at no extra cost to the *Employer*. The *Contractor* may not retain copies of any third party records and drawings of a proprietary nature. However, if the *service period* is extended, or a new contract between the Parties comes into existence at the end of the *service period* which effectively ensures continuity of the *Contractor* Providing the Service, the records and information shall be retained by the *Contractor* and dealt with in terms of the new contract.

No records and information exchanged shall be divulged to others without the prior consent in writing of both Parties during this contract.

4.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

The *Contractor* shall address the tax invoice to

and include on each invoice the following information:

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

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

4.7 Contract change management

Not Applicable

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

Not Applicable

4.9 Insurance provided by the *Employer*

Refer to C1.2 Annexure A

4.10 Training workshops and technology transfer

Not Applicable

4.11 Design and supply of Equipment

Not Applicable

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

4.12.1 Equipment

Not Applicable

4.12.2 Information and other things

All reports, procedures, work instructions, forms and all contractual communication must be controlled for the duration of the contract as per section 2.5 above.

4.13 Management of work done by Task Order

X19.5 Applies:

The Contractor submits a Task Order programme to the Service Manager within 2 days of receiving the order.

The Task Order Process:

- The Employer's Representative or his delegate, issue a unique Task Order for the service required on an as and when needed basis.
- Then a Task Order is issued to the Contractor, the Contractor must confirm to the Employers' Representative, receipt thereof.

5 Health and safety, the environment and quality assurance

RISK	MITIGATING FACTORS	LEVEL (HIGH / MEDIUM / LOW)
Suppliers: Inadequate experience	The suppliers will be evaluated against the set technical evaluation criteria and all suppliers will be required to meet the minimum technical threshold.	High
Quality: Poor Workmanship	The service provider shall compile and submit Contract Quality Plan that is specific to SOW; it shall be reviewed and signed off by Eskom technical /relevant skilled personnel within 5 days after PO award. The plan shall address the minimum requirements as per ISO 10005	Medium
Ineffective Control of nonconforming output	Ensure adequately trained and skilled personnel to perform work. Entrench preventable environment by utilising approved Quality inspection method in the aim of non-conforming output detection i.e. QCP, PM, CM, Check sheets.	Medium
Compliance to local client processes	To ensure compliance to Quality Management System requirements, the following requirements shall be adhered to: • 240-68099512 Form A: The tenderer must complete and sign this form to acknowledge and accept Eskom Supplier Quality Requirements as per QM 58 Specification and ISO 9001 Standard	Medium
Non-Conformance and Defects	• Category 2- Quality Assessment Criteria: Stipulated documented information to be provided for evaluation purposes QM 58_240-105658000 Supplier Quality Management Specifications	Medium
Method Statement	NCR's and defects notifications are issued, the Service provider will acknowledge the receipt within 48 hours and proposes corrective and preventive actions to the client as per the contract response period. The corrective and preventive actions will include the implementation and completion dates.	Medium

Documentation control	<p>The service provider to submit a detailed Construction Method Statements for each activity of his work, together with activity durations, to the client for review and acceptance prior to starting any work</p> <p>All documents and records management should be performed according to Technical Document and Record Management Work Instruction (240-76992014). The Project Manager ensures that the service provider is provided with the latest revision</p>	Medium
Delay: Delays in execution of work	<p>Delay damages of 2% per day up to a maximum of 15% per task order or outage will apply</p>	Medium
Environmental Non-conformance to environmental requirements	<p>Contactor to be familiarized with Lethabo Environmental statement of commitment (PS010)</p> <p>SHE File to be approved by the Environmental department</p> <p>Contractor to be ISO14001:2015 compliant</p> <p>Upon commencement of work contractor shall submit: An Aspect and Impact Register that complies with the ISO 14001:2015 standard.</p> <p>Contractor shall submit an Environmental Management Plan (EMP) associated with environmental risks related to the project, EMP shall comply with the ISO 14001 standard.</p> <p>All waste generated during execution of work must be disposed through proper pathways.</p> <p>Contractor shall report all incidents or risks whilst on the job to the Eskom Project leader who will inform the environmental department.</p>	Low

5.1 Health and safety risk management

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

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

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

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

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

The *Contractor* shall comply with the health and safety requirements to this Service Information.

The *Contractor* and his sub-*Contractors* ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority. The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information.

- In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub-*Contractors* and mandataries with:
 - the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and the Eskom "Health, Safety and Environmental specifications for *Contractors*" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and the health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements

(The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

- The *Contractor*, at all times, considers itself to be the "*Employer*" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub-*Contractors* and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ

Requirements and execute the Works in accordance with the SHEQ Requirements.

- The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.
- The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.
- The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request: supply the Eskom Safety Officer with copies of minutes of all Health And Safety Committee meetings, whenever he is required to do so; supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the duration of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*;
 - refuse any employee, *Subcontractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
 - Issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.
 - The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer's Representative*.
- The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
 - The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.
 - The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, *Sub-Contractors* or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.
 - The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or *Sub-Contractors*, to the extent permitted

by the OHSA.

- The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandataries to comply with their obligations in terms of clause 16, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.
- In carrying out his obligation as the mandatory to the *Employer* for this contract in terms of the National Environmental Management Act No.107 of 1998, the *Contractor* ensures that he complies with the Act when Providing the Services or using plant, materials or equipment.

5.1.1 Permit to Work System

- NO work shall be carried out without a "PERMIT TO WORK"
- The *Contractor's* Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Lethabo Power Station, Eskom. The *Contractor* must also make provision for sufficient Authorise Supervisor(s) depending on the contractual obligations. The Authorised Supervisor will need to undergo a week's training, which will be arranged at a suitable Eskom facility. This person must also pass an exam to verify his understanding of the procedure, after which he/she will need to be interviewed by a panel to discuss the practical understanding of being appointed as an Authorised Supervisor.
- A Master Permit to Work is used on declared major outages, details can be found in local procedure LBA 00085. Permit changes are made during the dead time, if it is required by the *Contractor* that a certain supply be made available or plant tested than this can be applied for at the Outage Management Meeting at least 1 day in advance.
- Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any *Contractor* employee found tampering with such plant will be permanently removed from Site.

5.1.2 Transportation of passengers: open LDV's:

No *Eskom* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Eskom* and *Contractor* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate Seating, fitted with safety belt for the number of passengers to be transported.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of all vehicles
- The above must apply to on site and off site transportation of passengers.

5.1.3 Eskom Life Saving Rules:

Life Saving Rules have been developed that will apply to all Eskom *Employees*, agents, consultants and *Contractors*.

Rule 1: Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.

Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.

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.

Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.

Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

5.1.4 Local Safety Procedures

The *Contractor* adheres to all local procedures. A list of local procedures is available on request from the *Employer*.

5.1.5 Incidents / Accidents

- Incidents and accidents must be reported and investigated as detailed in LBA 00030. All incidents must also be reported to the *Employer* within 24 hours.
- First aid must be made available either by the *Contractor* or use can be made of the Lethabo medical centre at a fee. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Lethabo Procedure.
- The *Employer* will accompany the *Contractor* to hospital in the case of serious injury.

5.1.6 Fire Prevention

- Fire prevention and protection requirements to which *Contractors* must comply are detailed in LBA 00030.

5.1.7 Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment necessary to carry out the *works* and the *Contractor* shall ensure that all overalls for his staff have clearly identifying **company LOGO's**
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures.

5.1.8 Inspection of Equipment

- The *Contractor's* equipment is inspected by an authorised Eskom employee on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition

or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.

- Training requirements must comply with the Works Information and statutory requirements.

5.1.9 Documentation

The *Contractor* is responsible to have the following documentation available on site in accordance with LBA 00030:

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer.
- Copies of attendance registers for all incidents or work stoppages

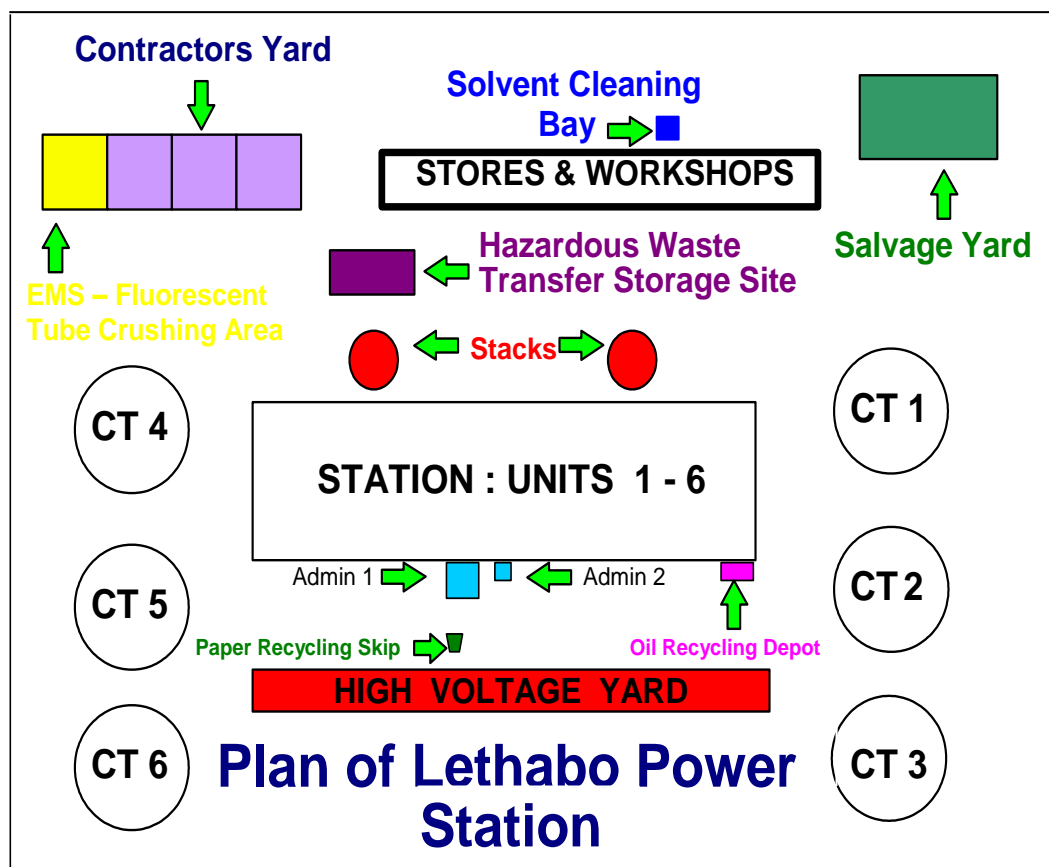
5.1.10 Environmental Policy and Waste Handling

The *Contractor* shall submit an Environmental Management Plan (EMP) to be reviewed and approved by Eskom environmental officer, one week before the commencement of works if required as per the Works Information.

5.1.11 Disposal of Waste

Waste shall be removed promptly to the designated disposal area as per below requirements:

- Domestic waste to the white waste bins
- No stockpiling will be permitted
- Production waste in the marked bins i.e. coal and ash only
- Paper in its recycling bin
- Contact Civil Engineering for the disposal of building rubble
- Scrap metal, Wood & Rubber, Redundant Valves, Pipes, and Equipment etc. to be placed in the marked bins in the Salvage Yard. Solvents and cloths used to the Cleaning Bay.



5.1.12 Hazardous Waste Disposal and Handling

- Any new hazardous waste that comes to the temporary hazardous waste site must be accompanied by an SDS; all other hazardous waste can be delivered without the SDS.
- An inventory is signed by the person who delivers the hazardous waste and the waste coordinator must acknowledge the receipt of the waste.
- A 210l drum with lid will be issued to the person who has delivered the waste after the inventory is signed.
- Drums with incorrect colour coding or drums without lids will not be accepted at the temporary hazardous waste site.

5.1.13 Additional General information

LBS00067 to be used as it contains statutory requirements as well as the minimum SHE requirements to which Eskom employees and contractors must comply whilst performing work on the premises of Lethabo Power Station.

The purpose of the procedure is to assist the Contract Supervisor or Project Manager, and the contractor to develop, implement and maintain an organised Safety, Health and Environment Management Plan performing work.

Contractors are accountable for taking all the necessary steps to protect all persons (including employees, visitors, and the general public), to protect the environment and property against any harm during the course of performing work or services in relation to their contractual obligations. In

addition, all work procedures and equipment will be carried out in accordance with Eskom and legislative requirements.

Eskom's contractors have the fundamental accountability and responsibility for executing on-site safety, health, and environment issues for their activities, services, products, and work. Each contractor is responsible for ensuring that its employees and the employees of any appointed contractors comply with all occupational safety, health, and environmental (SHE) statutory requirements and the policies and procedures of Eskom Holdings SOC Limited.

This procedure is supplementary to the requirements of relevant legislation and the conditions of the contract.

5.2 Environmental constraints and management

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

The *Contractor* shall comply with the environmental criteria and constraints stated in Clause Z6.

All work complies with the relevant environmental regulations.

The *works* may include the use of some toxic or hazardous substances during normal routine maintenance activities. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and are disposed of by the *Contractor* in accordance with the applicable law. The *Contractor* shall comply with the environmental criteria and constraints as per Power Station Requirements.

5.3 Quality assurance requirements

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

- Policies and procedures: Non adherence to documented information defining quality processes, the implementation may result in: recurring failures may be experienced and inferior quality workmanship may be delivered
- Roles and Responsibilities: Failure to define and segregate duties may make it difficult to isolate responsibility in instances where the problem occur
- The service provider shall compile and submit Contract Quality Plan that is specific to SOW, it shall be reviewed and signed off by Eskom technical /relevant skilled personnel within 3 days after contract award. The plan shall address the minimum requirements as per ISO 10005
- Failure to assess and manage risks pertaining to the Feed pump system and activities may hamper the achievement of set objectives resulting in the risks materialising and subsequently non-achievement of the plant operational objectives.
- Lack of quality Inspections during execution

When in process inspections are not conducted periodically and receipt inspections are not conducted, spares that do not conform to the specifications may be delivered to the station resulting in reworks, delays and cost escalations

- Ineffective Control of nonconforming output
- Entrench preventable environment by utilising approved Quality inspection method in the aim of non-conforming output detection i.e. QCP, Check sheets...
- The QCP's shall be approved by Eskom System Engineer & Quality Controller Inspector prior to execution.
- The service provider shall adhere to all interventions (Witness and Hold) points during execution
- For any welding activities, service provider shall conform to Eskom Welding Rule Book: 240-106628253 and Testing Quality of welds repairs Eskom NDT Standard: 240-83539994
- First line inspection shall be conducted by the service provider Quality Controller Inspector and compile report
- Visual inspection shall be conducted by Eskom System Engineer and/or QC Inspector/ End User, Supplier QC Inspector to ensure that refurbishment of repairable items specification is correct, tests performed, relevant documentation included and high spots are well addressed before delivering and/or receiving onsite.

The service Provider shall compile data book for the SOW executed. The data book shall consist of the following documents

- Signed QCP's
- Visual Inspection & Dimension Report
- Pressure test Report
- Approved WPS , welder certificate
- Dye Penetration test Report
- Warranty certificates
- Lack of Quality Records results in miscommunication and data loss.
- Records shall be provided to client representative for historical purposes

The following Quality requirements shall be Noted and adhered to.

- 240-68099512 Form A : The tenderer must complete and sign this form to acknowledge and accept Eskom Supplier Quality Requirements as per QM 58 Specification and ISO 9001 Standard
- Category 2- Quality Assessment Criteria
- QM 58_240-105658000 – Supplier Quality Management Specifications
- LBQ 25006WN – Strategy for managing Contracts and Projects Process Quality

6 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.

Not Applicable to this Contract.

6.1 People

6.1.1 Minimum requirements of people employed

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

6.1.2 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.

6.1.3 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

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.

6.2 Subcontracting

6.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

6.2.2 Subcontract documentation, and assessment of subcontract tenders

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

6.2.3 Limitations on subcontracting

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

6.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

6.3 Plant and Materials

6.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

Refer to Section 1 above for Scope of Work.

- The *Employer may* at his own discretion, supply any Plant and Materials as may be required by the *Contractor* to Provide the Works.
- The *Contractor* is to notify the *Employer* in writing, 48 hrs in advance, of such Plant and Materials required

6.3.2 Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

The defects correction period is to commence rectification within 1 week of the defect being notified to the Contractor by the Service Manager of his/her delegate or such longer period as is reasonable under the circumstances and agreed by the parties.

6.3.3 Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

Not Applicable.

6.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

Not Applicable.

6.3.5 Plant & Materials provided "free issue" by the Employer

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that 'all other Plant and Materials are to be provided by the *Contractor*'.

Not Applicable.

6.3.6 Cataloguing requirements by the Contractor

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

Not Applicable.

7 Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

1. Access to and Departure from the Site
 - a. The Site is at Lethabo Power Station situated \pm 18 km South of Vereeniging on the Viljoensdrift Deneyville Road, Free State. Access to the site will be via the main security gate only. The Employer informs the Contractor of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
 - b. The Contractor allows in his price and program for delays at the security gate.
 - c. The Employer reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to briefcases and toolboxes.
2. Temporary Gate Permits
 - a. The Contractor provides the Employer with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the Employer who arranges for all gate permits.
3. Equipment or Material Access and Removal
 - a. Access
 - i. The Contractor ensures that all equipment and materials brought through the security gate is signed in at the main security gate on an OV18 form.
 - b. Removal
 - i. The Contractor is not allowed to remove any equipment or materials from site without producing the relevant OV18 forms or the equipment lists.
 - ii. If the equipment or material is to be removed the same day, on which they were brought on to site, then the OV18 form will need to be produced at the gate when leaving the site.
 - iii. If the equipment or material is removed after this time then a Non Returnable Gate Release will be provided by the Employer's Representative, on receipt of the original OV18, with which the Contractor brought the equipment on site.
4. Site or Area Establishment and Evacuation
 - a. Application for Site Establishment:
 - i. Sites are allocated according to availability, the period for which the *Contractor* is going to be on site, or if special circumstances warrant the allocation of a site. Documentation to support this application to be submitted as stipulated below
 - ii. The location of the site or area is indicated during the site or area take-over inspection.
5. Site Establishment:
 - a. The *Contractor* does not occupy any site or area other than that allocated to him.
 - b. The *Contractor* does not occupy the site or area prior to the take-over inspection.
 - c. The *Contractor* maintains the site or area provided to him to the satisfaction of the *Employer*. A site inspection to be conducted by both parties prior to site establishment

- d. The *Employer* will require full access at all times of the *Contractor's* site or area for inspection.
- e. The *Contractor* will remain accountable for the security of his designated site area. The *Employer* will accept no accountability for any theft, losses or damage under the *Contractors'* control
- 6. Site DE Establishment:
 - a. The Contractor advises the Employer in writing, five (5) days prior to site de establishment in accordance with LBA 00030.
 - b. Site de establishment cannot proceed without the approval of the Employer in writing. Final payment and the first portion of the retention (where applicable) will not be released if not supported by the Employer, as this is seen as part of the works.
- 7. Information Required for Site Establishment:
 - a. Note that the below will be based on the Contractor's planning for execution of the works. The price schedule should be completed as per required Section A
 - b. The information supplied will assist in site allocation

Description	Quantity	Comments: Contractor to explain quantity requirements
Equipment: (where applicable)		
Container		
Store		
Vehicle		
Generator		
Plant equipment (i.e. crane, forklift, hoisting equipment)		
Ablution Facilities		
Other		
People: (where applicable)		
Site Manager		
Safety Officer		
Supervisor		
Storeman		
Artisan		
Electrician		
Welder		
Semi-Skilled		
General Labourers		
Responsible Person		
Authorised Person		
Technician		
Other		
Materials: (where applicable)		
Oil		
Hazardous Material		
Test Equipment		

Other: (where applicable)		
Hot permit requirement		

7.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

7.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

7.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

7.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

7.6 Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

7.7 Equipment provided by the Employer

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

Not Applicable

7.8 Site services and facilities

7.8.1 Provided by the Employer

This is a mandatory cross reference from clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

7.8.2 Provided by the Contractor

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

7.9 Control of noise, dust, water and waste

State requirements, if any.

Not Applicable

7.10 Hook ups to existing works

State any constraints

Not Applicable

7.11 Tests and inspections

7.11.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

Not Applicable

7.11.2 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

Not Applicable