



NEC3 Term Service Contract (TSC3)

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

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

for Statutory lifting equipment inspections for a period
of 5 years at Sere Wind Farm

Contents:

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

C1.1 Form of Offer and Acceptance

[to be inserted from Returnable Documents at award stage]

C1.2a Contract Data provided by the *Employer*

C1.2b Contract Data provided by the *Contractor*

[to be inserted from Returnable Documents at award stage]

C1.3 Proforma Guarantees

C1.1 Form of Offer & Acceptance

1.1 Offer

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

Statutory lifting equipment inspections for a period of 5 years at Sere Wind Farm

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	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:

N/A

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*.

1.2 Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name & signature of witness

Date

C1.2 TSC3 Contract Data

2 Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left-hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "■" - data is required to be inserted relevant to the specific option selected.]

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

Clause	2.1 Statement	2.2 Data
1	2.3 General	2.4
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	■ dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		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
10.1	The <i>Service Manager</i> is (name):	Shawn Hurling
	Address	Bellarosa Office Park

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

		Modena building 6th floor Rosendal 7441
	Tel	021 859 9201
	Fax	086 661 2846
	e-mail	HurlingS@eskom.co.za
11.2(2)	The Affected Property is	Sere Wind Farm
11.2(13)	The <i>service</i> is	Statutory lifting equipment inspections for a period of 5 years at Sere Wind Farm
11.2(14)	The following matters will be included in the Risk Register	As per task order
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	5 (five) working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 (one) week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 April 2024
30.1	The <i>service period</i> is	(60) sixty months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
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.
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	Not applicable
83		Insurance cover
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.

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 Contractor to the Employer's property	The replacement cost where not covered by the Employer's insurance. The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the Employer's insurance. The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the Employer's insurance. The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.
The Contractor's liability for loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's 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 Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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Insurance by the Employer

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

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. Standard information on NEC TSC template.

10 Data for main Option clause

A Priced contract with price list

20.5 The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than **Four (4) weeks**

11 Data for Option W1

W1.1 The *Adjudicator* the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

W1.2(3) The *Adjudicator nominating body* 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 *tribunal* is: arbitration

W1.4(5) The *arbitration procedure* 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
- if the arbitration procedure does not state who selects an arbitrator, is the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	1 month prior to tender submission deadline		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
	1.00			
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. Standard wording in template document		
X17	Low service Damages			
X17.1	The service level table is	Listed below		
		Low Service Damage Description	Value Of Low Service Damages	Limit Of Low Service Damage
		Service delaying outage critical path (delaying other <i>Contractor(s)</i> from starting / completing their work)	1.5% of fixed monthly service or Task order value for an ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
		Service delays not finishing as per agreed upon programmed submitted to the <i>Service Manager</i>	2% of fixed monthly service or Task order value for an ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
		Delay in submission of documents as detailed in this agreement	1% of fixed monthly service or Task order value for an ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
		Rework due to poor workmanship	3% of fixed monthly service or Task order value for an ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
		No response of NCR within 3 days	1% of fixed monthly service or Task order value for an ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
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>		the amount of the deductibles relevant to the	

	liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> 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	14 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	Five (5) 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*

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 _____

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for 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*

Price List

Annual Load Testing					
Item nr	Description	Unit	Expected Quantity	Rate Each	Total Price (excluding VAT)
1	HMF Crane	each	230		
2	Electric Hoist	each	230		
3	Avanti Lift	each	230		
4	Pallet Jack	each	5		

Note: The expected quantity is over the 5 years contract period.

The total of the Annual Load Testing Price

6 Monthly Inspections					
Item nr	Description	Unit	Expected Quantity	Rate Each	Total Price (excluding VAT)
5	HMF Crane	each	230		
6	Electric Hoist	each	230		
7	Avanti Lift	each	230		
8	Pallet Jack	each	5		

Note: The expected quantity is over the 5 years contract period.

The total of the 6 Monthly Inspection Price

Re-inspection/testing as and when required (Ad hoc)					
Item nr	Description	Unit	Expected Quantity	Rate Each	Total Price (excluding VAT)
9	HMF Crane	each	30		
10	Electric Hoist	each	30		
11	Avanti Lift	each	30		

Note: The re-inspection inspection or re-testing shall only be applicable if the equipment failed the inspection/load testing and must be inspected or tested again at a later stage after repairs have been affected. The expected quantity is over the 5 years contract period.

The total of the re-inspection/testing Price

Travel and Accommodation					
Item nr	Description	Unit	Expected Quantity	Rate Each	Total Price (excluding VAT)
12	Accommodation	each			
13	Transport Cost	km			

Note: The expected quantity is over the 5 years contract period.

The total of the Travel and Accommodation Price

The total Contract Price

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Sere Wind Farm is located near Koekenaap in the Western Cape, South Africa. The Wind Farm's precise location is in Lot 1862 Olifants River Settlement as shown in Figure 1 below. GPS Co-ordinates (31.5288513S 18.1925658E). The nearest major town from the Wind Farm is Vredendal, which is located 55km away. The distance between Sere Wind Farm and Cape Town International Airport is 356km via the N7.

1.2 Employer's requirements for the service

The Employer requires the service of a registered LMI who is appointed by a LME to perform the statutory inspections and testing on lifting equipment at Sere Wind Farm. The equipment covered under this contract is shown in Table 1 below.

Table 1: Equipment List

Equipment List	Quantity	6 Monthly Inspection	Annual Load Test
HMF Handy 265 folding hydraulic jib arm crane	46	X	X
250kg Liftket chain hoist	46	X	X
Avanti Lift Wire Ropes and attaching points	46	X	X
2500kg Pallet Lifter (Pallet Jack)	1	X	X

1.2.1 Crane, Hoist and Lift Wire Rope Inspections

The Contractor shall inspect the specified equipment at intervals not exceeding 6 months to ensure compliance to the following regulation:

- DMR 18 Subsection 6 states "Notwithstanding sub regulation (5), the user shall cause all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine or hand-powered lifting device to be subjected to a thorough examination by a competent person at intervals not exceeding six months.

The contractor shall provide an examination report which will include the integral parts of the lifting machine that was inspected and a list of defective components and the corrective actions, general condition of lifting machinery, and test certificates for the tests done. For ease of identification, such report shall give all relevant information such as the manufacturer, serial number, safe working load and location description.

The LMI who is employed by a LME shall perform the 6 monthly inspections of the lifting machinery in the WTG. There are 46 Wind Turbines.

The inspections per wind turbine generator are for the following lifting machines:

- 1) HMF Handy 265 Folding Hydraulic jib arm crane
- 2) 250kg Liftket chain hoist
- 3) Avanti Service Lift (Wire Ropes and attaching points)

The jib crane is fitted with the 250kg Liftket electrical chain hoist. Appendix A shown a picture of the jib crane in the nacelle and the name plate of the hoist.

The inspections for equipment in the workshop are as follow:

- 1) 2500kg Pallet Lifter (Hand powered hydraulic lifting devices)

1.2.2 Crane, Hoist & Service Lift Load Testing

The Contractor shall load test the specified equipment in accordance with site specific work instructions at intervals not exceeding 12 months to ensure compliance to the following regulation:

- DMR 18 Subsection 5 (a) states “at intervals not exceeding 12 months: provided that, in the absence of a manufacturing standard or a standard incorporated under section 44(1) of the Act, the whole installation of the lifting machine shall be tested with 110% of the safe working load applied over the complete lifting range of such machine and in such a manner that every part of the installation is stressed accordingly”
- DMR 18 Subsection 5 (b) states “The lifting machinery inspector of the lifting machinery entity referred to in paragraph (a) must have knowledge of the erection, load-testing, and maintenance of the type of lifting machine or similar machinery involved.

The contractor shall provide a Load Test Certificate for each of the lifting machines in each Wind Tower located at Sere Wind Farm. Each Load Test Certificate shall have all relevant information such as the manufacturer, serial number, safe working load, certificate number, customer name, site address, item location, description of item, overload applied, remarks, tested by, LMI Registration No, LME number, etc.

The LMI who is employed by a LME shall perform the load tests on the lifting machinery in each of the wind towers. There are 46 Wind Turbines at Sere Wind Farm. The jib crane and chain hoist is located in the nacelle of the wind turbines.

The load tests per wind turbine generator are for the following lifting machines:-

- 1) HMF Handy 265 Folding Hydraulic jib arm crane
- 2) 250kg Liftket chain hoist
- 3) Avanti Service Lift

The jib crane is fitted with the 250kg Liftket electrical chain hoist. Appendix A show a picture of the jib crane in the nacelle and the nameplate of the hoist. The Avanti Service Lift data is shown in Table 2 below.

Table 2

Name of Manufacturer	Avanti
Year of Installation	2014
Rated load	240kg
Total weight	405kg
Rated speed	0.3m/s
Travel Distance	101 -110 m

The load test for equipment in the workshop are as follow:

- 1) 2500kg Pallet Lifter (Hand powered hydraulic lifting devices)

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
DMR	Driven Machinery Regulations
ECSA	Engineering Counsel of South Africa
GPS	Global Positioning System
LME	Lifting Machinery Entity
LMI	Lifting Machinery Inspector
m	meter
m/s	meters/second

MW	Megawatt
km	kilometer
kg	kilogram
kV	kilovolt
OHS ACT	Occupational Health and Safety Act
O&M	Operation and Maintenance
PPE	Personal Protective
SHEQ	Health & Safety, Environmental Quality assurance
T&Q	Technology and Quality Department - Eskom
WTG	Wind Turbine Generator

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The Contractor provides a detailed plan on how the inspection and testing of equipment at Sere Wind Farm will be performed on the start date of this contract and every year thereafter.

2.2 Management meetings

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

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

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

The Contractor provides an organogram of the proposed company structure with the tender showing the number of people, all relevant designations, and applicable qualifications.

It is necessary for the *Contractor* to have a dedicated *Site Supervisor* appointed to manage all site activities. The *Contractor* and the *Contractors Supervisor* works closely with all the *Employer's* personnel.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

A Task Order will be issued by the Employer for any additional material or service requirement.

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 email itself.

2.6 Invoicing and payment

The *Contractor* does not start any work before he/she is in possession of a SAP 45 order number.

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment assessment certificate. Assessments are conducted monthly or at completion of task order for an ad-hoc service. Assessments of work completed, and value is mutually agreed between the *Service Manager* and *Contractor*. The *Contractor* issues invoice in line with the assessed value on the assessment certificate

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

2.6.1 Invoices submission

All invoices to be accompanied by the Payment Assessment Certificate as issued by the *Service Manager*. Invoices to be submitted electronically as PDF documents to: Invoiceseskomlocal@eskom.co.za

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

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

2.6.2 How to submit invoices

a) General Submission Information

- The subject line on your email should only contain your Eskom vendor number
- Each invoice in PDF should be named with your invoice number only
- Ensure that the Eskom task order number is clearly indicated on your invoice together with the line number you are billing for
- Ensure you comply with the SARS tax requirements for submitting invoices electronically
- Each PDF files should contain one invoice, one debit note or one credit note only. OU may submit more than one invoice per email
- All electronic invoices must be sent in PDF format only
- Attach proof of delivery to your invoice (e.g., assessment certificate)
- Where applicable, supporting documents must be attached to the scanned PDF invoice as one attachment
- Assessment Certificate / delivery note
- CPA calculation sheet
- Retention certificates where it is a retention invoice
- Any other appropriate documents

b) CPA

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

CPA calculation sheets to accompany invoice

2.6.3 Payment Queries

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

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

2.6.4 Eskom information

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

2.6.5 Avoid Payment Delays

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

2.7 Contract change management

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

2.8 Insurance provided by the *Employer*

As indicated in document C1.2 TSC3 Contract Data, Core Clause 83.1

2.9 Training workshops and technology transfer

- The *Contractor's* personnel to do safety induction before entering the site and commencing with any work.
- *Contractor* to be trained on "First Aid" and proof of training to be handed over to *Service Manager*.
- *Contractor* personnel to be trained on working at heights.

2.10 Design and supply of Equipment

Not Applicable

2.11 Things provided at the end of the *service period* for the *Employer's* use**2.11.1 Equipment**

None.

2.11.2 Information and other things

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 service carried out under this contract at no extra costs to the Employer excluding the Contractors intellectual property

2.12 Management of work done by Task Order

A task order will be required for any major repairs that will be identified during the normal service. The Contractor will be required to provide a quotation in a form of a Task Order to be Accepted/Rejected by the *Service Manager*.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor complies with the South African Occupational Health and Safety Act No. 85 of 1993 and regulations, Eskom Safety, Health, Environment and Quality (SHEQ) Policy 32-727, National Building Regulations as well as SANS 10400 for all works. Furthermore, the Contractor comply with any additional current statutory requirements of any relevant Government Departments regarding health and safety and environmental health.

The Service Manager instruct the Contractor to stop work, without penalty to the Employer, when the Contractor's personnel do not adhere to acceptable health & safety standards or contravene the health and safety sections and regulations. The Service Manager is immediately or before the end of a particular shift, informed of any injury or damage to property or equipment. The Contractor provides all the required safety and personal protective equipment to his staff for the duration of the contract.

Site SHE Specification, procedures, policies, guidelines, and standards applicable to the service, used as Eskom's minimum requirements for Health and Safety, are provided to the Contractor.

The Contractor comply with the requirements for COVID-19 as per Government Directive from Department of Employment and Labour (DEL); Consolidate COVID-19 Direction on Health and Safety Measures in Workplaces issued by the Minister in terms of Regulation 4(10) of the National Disaster Regulation.

Only the latest version / revision of the applicable legislation, acts and regulations throughout the duration of the contract, is applied at the Peaking stations. Not limited to the following below, the legislation, acts and regulations that the Contractor complies with are:

- Compensation for Occupational Injuries and Diseases Act 130 of 1993
- National Water Act 36 of 1998
- Occupational Health and Safety Act and Regulations (85 of 1993)
- Disaster Management Act 57 of 2002.
- National Environmental Management Act 107 of 1998
- Applicable South African National Standards (SANS)
- National Road Traffic Act 93 of 1996
- Basic Conditions of Employment Act 75 of 1997
- National Veld and Forest Fire Act and Regulations 101 of 1998
- Environmental Conservation Act and Regulations 73 of 1989
- Committee of Land Transport Officials (COLTO)
- SACPCMP Act no. 48 of 2000
- Radiation Protection Act
- Construction Regulation

The *Contractor* establishes and adheres to the health and safety of his own employees and those of its sub-contractors so that high standards of personnel health and safety are achieved and maintained. The *Contractor* exercise and adheres to all necessary care and measures to preclude exposure of personnel, labour, and nearby residents (if any) to potential health hazards and environmental pollutants.

The *Contractor* ensures that all persons who are employed and or deployed to work on site undergo police clearance and are certified to have no criminal records. This is required before any of the *Contractor's* employees are allowed or given access to start work on site.

3.1.1 SHE File

The *Contractor* is required to compile a SHE File to comply with the *Employer's* specification. The SHE file is submitted to the *Services Manager* for review and acceptance, 60 days before the commencement of the service on site and includes, but are not limited to the following:

- Safety, Health, and Environmental Plan (SHE Plan)
- SHE organization within the Company-Responsibility & Accountability
- OHS Incident management Procedure (32-95)
- Planning of conduct of work activities including planning for changes and emergency work (Operational Plan)
- Management of PPE - Personal Protective Equipment (Procedure with the matrix)
- Emergency planning and fire risk management
- Vehicle and driver behaviour safety (Competency, Traffic Management, etc.)
- Sub-contractor or supplier selection and management
- Key personnel competency, training, appointments
- Communication and awareness Plan
- Behavioural Based Safety Procedure
- Employer's Baseline SHE Risk Assessment (BRA).
- Contractor's Baseline Risk Assessment in line with the Employer's BRA (Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment is provided together with the BRA.)
- Valid Letter of Good Standing (COIDA or equivalent)
- SHE policy signed by CEO / MD - Complying to OHS Act Section 7 or ISO 45001
- Occupational hygiene and health risk assessment
- Medical surveillance
- Method Statements / Safe Working Procedures
- COVID-19 Risk Assessments and Workplace Plan

3.2 Environmental constraints and management

The *Contractor* will be required to ensure that all *Service* are carried out as per the ISO 14001 standard and Eskom's Environmental Policy. The following environmental requirements are complied with at all times:

- Zero liquid effluent discharge.
- No chemicals will be dumped into the station drains or on the premises.
- No oil or waste will be dumped in an unauthorised area or unlicensed waste site.
- Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
- No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973. No effluent shall be discharged into the public streams.
- Construction Safety, Health, and Environmental Management Rev 0 32-136

The *Contractor* shall comply to all National and Local legislation requirements as well as Eskom procedures and policies. A method statement / operational plan may be required prior to *Service* initiation. All processes will be subject to environmental review throughout the contract.

Statutory lifting equipment inspections for a period of 5 years at Sere Wind Farm

Eskom's goal is to ensure zero harm to the environment, and to ensure that any possible impact is mitigated or managed. The Duty of Care and implementation of best practice is critical during operations.

The *Contractor*, in and about the execution of the service, complies with all environmental legislation of South Africa, including but not limited to:

- National Environmental Management Act 107 of 1998
- National Environmental Management Waste Act 59 of 2008
- National Water Act 36 of 1998
- Eskom Waste Standard latest revision
- Waste Management: Norms and standards: Act 59 of 2008 latest revision

Following rules and regulations shall apply on the site, to promote Eskom's goal of zero harm to the environment:

- Respect and care for the natural environment and for each other
- Minimise or mitigate any impacts that may cause harm or pollution to the environment
- Report immediately an environmental incident requiring action
- No fires are allowed
- No poaching of wildlife or plants is allowed
- Report any illegal activities
- Drive responsibly
- Obey speed limits on site

Waste Disposal:

All waste introduced to and/or produced on the *Employer's* premises by the *Contractor* for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act, 1994 Ref: ISBN0621-16296-5.

Hazardous substances

If product is classified as a hazardous substance, safety brochures must accompany delivery. In accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and 11. If any hazard is identified by the *Contractor*, he must immediately inform the *Employer*.

3.3 Quality assurance requirements

The quality requirements are as per ISO 9001:2015 and as per Eskom document QM-58, SUPPLIER QUALITY MANAGEMENT SPECIFICATION 240-105658000.

The *Contractor's* company quality documents are subject for verification and acceptance by Eskom

The *Contractor* maintains a high standard of workmanship, as expected by the *Employer* and shall comply with any quality assurance and quality procedures implemented by the *Employer*.

4 Procurement

Disallowed costs are not applicable

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor* fully complies with the Labour Relation Act, taking cognisance on remuneration/minimum wage payments at all times during the employment of labour to mitigate any risk for such non-compliance.

The *Contractor* must submit Curriculum Vitae's, certified copies of qualifications and/or certificates of its qualified staff where it is required prior to work commencing on site

Statutory lifting equipment inspections for a period of 5 years at Sere Wind Farm

- All staff required to perform the activities within the works information
- All relevant personnel names and titles must be specified to the *Service Manager*
- All staff to be appointed in writing.
- Contract Staff are not allowed to work on any other contract.
- All new staff to do induction training
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- In the case where one or more employees of the Contractor are requested to leave site for other reasons than Sick leave or Annual leave. The personnel must be replaced immediately with the same skill level, qualifications and experience's

4.1.2 BBBEE and preferencing scheme

As per clause Z3.

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

4.1.4 Supplier Development Localisation & Industrialisation (SDL&I) undertaking

Will be inserted here at contract award based on the tender returnables submitted by *Contractor* to Eskom and as agreed by Eskom. Information inserted here is based on tender returnables schedules for SDL& requirements indicated in Enquiry documents.

- **Local content**

Will be inserted here at contract award based on the tender returnables submitted by *Contractor* to Eskom and as agreed by Eskom. Information inserted here is based on tender returnables schedules for SDL& requirements indicated in Enquiry documents.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not Applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not Applicable

4.2.3 Limitations on subcontracting

Not Applicable

4.2.4 Attendance on subcontractors

Not Applicable

4.3 Plant and Materials

4.3.1 Specifications

Chemicals (Material Data Sheets) used for this service is subject to the Employers prior acceptance.

4.3.2 Contractor's procurement of Plant and Materials

Material list to be provided of all products, no plant or materials procured for the purpose of providing the service shall contravene the Safety & environmental and site regulations.

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

All Plant and Material are to be provided by the Contractor.

4.3.4 Cataloguing requirements by the Contractor

Not required

5 Working on the Affected Property

The *Contractor* staff will interact with different people on site and will be required to conduct their duties in a professional manner.

The *Contractor* must comply with the South African Labour Relations Act and ensure that their staff is compensated with a fair and reasonable wage.

Access to the Power station is restricted to authorized personnel only. All Contractors staff is required to be cleared by security

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

All Life Saving Rules as specified shall be adhered to. ESKOM does not permit any passengers to be transported at the back of any Truck, light domestic vehicle or enclosed light commercial vehicle.

Each person shall sign the site entrance Register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.

Parking is allowed in the demarcated areas only and should it be required to drive on site, then please adhere to the following;

- Maximum speed requirements must be adhered to
- Driving is only allowed on road surfaces
- Obey all road signs

Original ID document must be presented to security

No weapons may be taken on site

No photographs may be taken whilst on site.

All persons entering the Power Station premises will be required to undergo a breathalyser test. Any persons testing positive will not be allowed entry. The *Employer* has a zero tolerance towards alcohol.

No access will be granted to the Contractor's employees without proof of medical examinations and safety induction training attendance.

All management and staff must comply with the security requirements of the relevant site.

5.2 People restrictions, hours of work, conduct and records

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

The premises may be entered from 07:00 to 16:15 Monday to Thursday, excluding public Holidays and from 07:00 to 12:00 on Fridays. Variation from these hours will be with prior arrangement with the *Service Manager*.

5.3 Health and safety facilities on the Affected Property

Induction requirements: Appointment to be made with the Safety officer

Security requirements: No unauthorised entry - Contact Eskom employee to grant access.

5.4 Cooperating with and obtaining acceptance of Others

Statutory lifting equipment inspections for a period of 5 years at Sere Wind Farm

The *Contractor* staff will interact with different people on site and will be required to cooperate with others and conduct them in a professional manner.

5.5 Records of *Contractor's* Equipment

The *Contractor* submits a list of all equipment and tools (with serial numbers, wherever possible) to the Security office in order to get approval before the items can be brought onto site.

A copy of the approved list of items must be supplied to the Service Manager. Equipment that is not listed on a tool/equipment list cannot be removed from site once on the property unless proof of ownership is produced.

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

All lost equipment and tools to be declared to the Service Manager and full details of incident.

All Machinery and equipment provided by the Contractor must comply to all relevant standards and regulations

The security waybill process will apply for any movement of equipment. All products, parcels, documentation, parts, materials and goods can only be removed from site by means of a removal permit issued by the *Employer*.

5.6 Equipment provided by the *Employer*

None

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

The *Employer* supplies potable and raw water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

5.7.2 Facilities

Canteen Facilities: Not available on site

First Aid facilities: Contractor to provide their own first aider and first aid box unless agreed upon with site. Site has no Occupational Nurse

Ablution facilities: Available at administration building. Contractor to provide their own unless agreed upon with *Service Manager*.

Telephone facilities: Contractor to provide their own

5.7.3 Provided by the *Contractor*

- *Contractor* to provide and ensure safe transportation services for all his *Contractors* and it must comply with 32-93 and 33-345 procedures.
- Accommodation is for the Contractor's own account
- All equipment must be provided by the Contractor for the works
- All office equipment must be provided by the Contractor for the works
- Telephone bills will be paid by the Contractor
- The Contractor must provide the cleaning check sheets with quality control points by the site supervisor
- The Contractor must provide all the material needed for the works. The safeguarding, care and security of all equipment and materials while the Contractor is performing the works is the responsibility of the Contractor
- If the Contractor uses portable two-way radios, the Employer's Representative must approve the type and make
 - All PPE to be provided by *Contractor* as per construction regulations.
 - *Contractor* to supply sufficient transport for the *Contractors* employees on site. This is to avoid wastage of time between workstations.

Personal Protective Equipment

The Contractor supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required per site.

Housekeeping

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.

5.8 Control of noise, dust, water and waste

All necessary and relevant PPE must be used at all times when entering or working on plant. Risk assessments must be completed before commencing with any task and to be current at all times (Live Document). All relevant procedures to be used at all times.

5.9 Hook ups to existing works

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employer's* rules, regulations and procedures.
- The *Employer* reserves the right to request disciplinary/corrective action if, and when, required.
- The *Contractor* must submit Curriculum Vitae's of its entire staff prior to work commencing on site.
- The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- The *Contractor* will be responsible for the full payment of the legislative training costs for every employee at the *Contractor's* cost, in the event that the employee have to redo the training due to failing at the first attempt as well as the subsequent attempts that follows until the employee is authorised.
- All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- No welding will be allowed on site unless permission is granted in writing by the *Service Manager*.
- The *Employer* carries no responsibility for unforeseen delays such as weather conditions unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- Care must be taken to prevent damage to any surroundings such as the plant, roads and equipment in and around existing buildings.
- The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- The *Contractor* and his employees may only smoke in the allowed/designated areas.
- The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g. theft etc.

5.10 Tests and inspections**5.10.1 Description of tests and inspections**

Random spot checks will be done by the Employer to ensure that services are performed as per the requirements

5.10.2 Materials facilities and samples for tests and inspections

Not applicable

6 List of drawings**6.1 Drawings issued by the *Employer***

None