



**NEC3 Term Service Contract (TSC3)**

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

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

**for Service, Calibration, Repairs and supply of instrument and spare parts  
for Laboratory equipment and consumables at Kriel Power Station for  
a period of 5 years, on as and when required basis.**

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

## **PART C1: AGREEMENTS & CONTRACT DATA**

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# C1.1 Form of Offer & Acceptance

**Offer**

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

**SERVICE, CALIBRATION, REPAIRS AND SUPPLY OF INSTRUMENT AND SPARE PARTS FOR LABORATORY EQUIPMENT AND CONSUMABLES AT KRIEL POWER STATION FOR A PERIOD OF 5 YEARS, ON AS AND WHEN REQUIRED BASIS.**

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	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>
	(in words)	

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

CONTRACT TITLE: **SERVICE, CALIBRATION, REPAIRS AND SUPPLY OF INSTRUMENT AND SPARE PARTS FOR LABORATORY EQUIPMENT AND CONSUMABLES AT KRIEL POWER STATION FOR A PERIOD OF 5 YEARS, ON AS AND WHEN REQUIRED BASIS.**

**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.

**CONTRACT TITLE: SERVICE, CALIBRATION, REPAIRS AND SUPPLY OF INSTRUMENT AND SPARE PARTS FOR LABORATORY EQUIPMENT AND CONSUMABLES AT KRIEL POWER STATION FOR A PERIOD OF 5 YEARS, ON AS AND WHEN REQUIRED BASIS.**

**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

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

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div> dispute resolution Option and secondary Options	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X1: Price adjustment for inflation</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X2 Changes in the law</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X17: Low service damages</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	-
	Fax No.	-
10.1	The <i>Service Manager</i> is (name):	<b>Merriam Sikhosana</b>
	Address	<b>Kriel Power Station Private Bag X5009 Kriel 2271</b>
	Tel	<b>017 615 2152</b>
	Fax	-

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

	e-mail	Masokomm@eskom.co.za
11.2(2)	The Affected Property is	Kriel Power Station
11.2(13)	The <i>service</i> is	Service, Calibration, Repairs and supply of instrument and spare parts for Laboratory equipment and consumables at Kriel Power Station for a period of 5 years, on as and when required basis.
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> <li>1. Unprotected Strike</li> <li>2. As stipulated in the Site Information Section of the contract</li> </ol>
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	- Within 2 working days for call outs task order and 4-6 weeks for non-stock spares
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Within 1 week of the Acceptance of the Contract Date
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	5 years (60 months)
4	<b>Testing and defects</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<ul style="list-style-type: none"> <li>- 20th day of each successive month.</li> <li>- Service Manager May when deemed necessary request early assessments only if agreed with the Contract Manager</li> </ul>
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 upon recipient of valid 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 *mutatis mutandis* 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.

<b>6</b>	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
<b>9</b>	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>2 weeks.</b>

<b>11 Data for Option W1</b>																			
W1.1	<p>The <i>Adjudicator</i></p> <p>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</p>																		
W1.2(3)	<p>The <i>Adjudicator nominating body</i> is:</p> <p>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body.</p>																		
W1.4(2)	<p>The <i>tribunal</i> is:</p> <p>arbitration</p>																		
W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p> <p>The place where arbitration is to be held is</p> <p>Johannesburg South Africa</p> <p>The person or organisation who will choose an arbitrator</p> <p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>																		
<b>12 Data for secondary Option clauses</b>																			
<b>X1</b>	<b>Price adjustment for inflation</b>																		
X1.1	<p>The <i>base date</i> for indices is</p> <p>One month prior to the tender closing date</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.10</td> <td>C3 – All hourly paid employees</td> <td>SEIFSA</td> </tr> <tr> <td>0.10</td> <td>L1B</td> <td>SEIFSA</td> </tr> <tr> <td>0.65</td> <td>D4</td> <td>SEIFSA</td> </tr> <tr> <td>0.15</td> <td>non-adjustable</td> <td></td> </tr> <tr> <td>1.00</td> <td></td> <td></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.10	C3 – All hourly paid employees	SEIFSA	0.10	L1B	SEIFSA	0.65	D4	SEIFSA	0.15	non-adjustable		1.00		
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0.10	L1B	SEIFSA																	
0.65	D4	SEIFSA																	
0.15	non-adjustable																		
1.00																			
<b>X2</b>	<p><b>Changes in the law</b></p> <p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>																		

<b>X17</b>	<b>Low service damages</b>							
X17.1	The <i>service level table</i> is in	<table border="1"> <thead> <tr> <th>ACTIVITY</th> <th>PENALTY</th> </tr> </thead> <tbody> <tr> <td><b>1.Failure to respond to the call out within two (2) days after receiving task order</b></td> <td><b>3% of total task order value for every 24hrs overdue limited to 10% of total task order value</b></td> </tr> <tr> <td><b>3. Failure to provide critical spare within 4-6 weeks</b></td> <td><b>3% of total task order value for every 24hrs overdue limited to 10% of total task order value</b></td> </tr> </tbody> </table>	ACTIVITY	PENALTY	<b>1.Failure to respond to the call out within two (2) days after receiving task order</b>	<b>3% of total task order value for every 24hrs overdue limited to 10% of total task order value</b>	<b>3. Failure to provide critical spare within 4-6 weeks</b>	<b>3% of total task order value for every 24hrs overdue limited to 10% of total task order value</b>
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<b>3. Failure to provide critical spare within 4-6 weeks</b>	<b>3% of total task order value for every 24hrs overdue limited to 10% of total task order value</b>							
<b>X18</b>	<b>Limitation of liability</b>							
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>						
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	<b>the amount of the deductibles relevant to the event</b>						
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date and</b></li> <li>• <b>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</b></li> </ul>						
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• <b>Defects due to his design, plan and specification,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Affected Property,</b></li> <li>• <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> <li>• <b>infringement of an intellectual property</b></li> </ul>						

		<b>right.</b>
X18.5	The <i>end of liability date</i> is	<b>12 months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>7 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

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

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

**Z4 Confidentiality**

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

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

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

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

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

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

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

**Z8 Notifying compensation events**

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

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

**Z9 Employer's limitation of liability**

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

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

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

**Z11 Ethics**

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

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

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

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

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

employees,

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

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

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

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

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

**Z12 Insurance**

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

**Insurance cover 83**

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

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and	The replacement cost where not covered by the

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Materials	<p><i>Employer's insurance.</i></p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
Loss of or damage to Equipment	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
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	<p><b><u>Loss of or damage to property</u></b> The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.</p>
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**

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

Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z13 Nuclear Liability**

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

**Z14 Asbestos**

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

- 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.

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<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

Completion in full according to the Options chosen, is essential to create a Contract.

#### 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)<sup>3</sup> 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	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

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Responsibilities:

Qualifications:

Experience:

**CV's (and further key person's data including CVs) are in.**

<b>A</b>	<b>Priced contract with price list</b>
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is <b>R</b>

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.  (17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> <li>• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ul> (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
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This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;

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

**Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

**Service, Calibration, Repairs and supply of instrument and spare parts for Laboratory equipment and consumables at Kriel Power Station for a period of 5 years, on as and when required basis.**

Item No.	Description	Unit	Expected Quantity	Rate	Total
<b>100</b>	<b>Preliminary &amp; Generals</b>				
101	Health & Safety Requirements (Safety File, Induction, Medicals, PPE)	Yearly	5		
	<b>Total</b>				
<b>200</b>	<b>SERVICE &amp; CALIBRATION AS PER SOW</b>				
201	Service and SANAS accredited calibration of Analytical balances in the laboratory at Kriel Power Station	Ea	200		
202	Service and SANAS accredited calibration of Top pan balances in the laboratory at Kriel Power Station	Ea	80		
203	Service and SANAS accredited calibration of ISO ASH furnace in the laboratory at Kriel Power Station	Ea	30		
204	Service and SANAS accredited calibration of ISO Volatile furnace in the laboratory at Kriel Power Station	Ea	40		
205	Service and SANAS accredited calibration of Oven at 1 point in the laboratory at Kriel Power Station	Ea	70		
206	Service and SANAS accredited calibration of Oven at 2 points in the laboratory at Kriel Power Station	Ea	20		
207	Service and SANAS accredited calibration of water bath at 1 point in the laboratory at Kriel Power Station	Ea	20		
208	Service and SANAS accredited calibration of water bath at 2 points in the laboratory at Kriel Power Station	Ea	20		
209	Service and SANAS accredited calibration of hygrometer at 3 points for temperature and humidity in the laboratory at Kriel Power Station	Ea	20		
210	Service and SANAS accredited calibration of cooking thermometer and probe at 3 points in the laboratory at Kriel Power Station	Ea	25		
211	Service and SANAS accredited calibration of Digital thermometer and solid probe at 3 points in the laboratory at Kriel Power Station	Ea	35		
212	Service and SANAS accredited calibration of Infrared gun at 3 points in the laboratory at Kriel Power Station	Ea	25		

213	Service and SANAS accredited calibration of timer/Stopwatch in the laboratory at Kriel Power Station	Ea	30		
214	Service and SANAS accredited calibration of mass pieces in the laboratory at Kriel Power Station	Ea	250		
215	Service and SANAS accredited calibration of veneer calliper in the laboratory at Kriel Power Station	Ea	20		
216	Repair labour hours for equipments for the laboratory at Kriel Power Station as and when required	Ea	3000		
217	Repair travel km for equipments for the laboratory at Kriel Power Station as and when required	Ea	5000		
	<b>Spares and Consumables needed for service</b>				
<b>Item no.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
<b>300</b>	<b>Spares (as and when requires)</b>				
301	Supply of Oven element	Ea	10		
302	Supply of Oven fan	Ea	10		
303	Supply of Digital display	Ea	70		
304	Supply of ASH Furnace element	Ea	5		
305	Supply of Vol Furnace element	Ea	5		
306	Supply of ASH furnace packing	Ea	5		
307	Supply of Vol furnace packing	Ea	5		
308	Supply of ASH furnace wiring	Ea	5		
309	Supply of Vol furnace wiring	Ea	5		
310	Supply of ASH Furnace thermocouple	Ea	15		
311	Supply of Vol Furnace thermocouple	Ea	20		
312	Supply of 25kg mass pieces	Ea	5		
313	Supply of 10kg mass pieces	Ea	5		
314	Supply of 5kg mass pieces	Ea	5		
315	Supply of 1kg mass pieces	Ea	5		
316	Supply of 200 g mass pieces	Ea	5		
317	Supply of 100 g mass pieces	Ea	5		
318	Supply of 50 g mass pieces	Ea	5		
319	Supply of 20 g mass pieces	Ea	5		
320	Supply of 10 g mass pieces	Ea	5		
321	Supply of 5 g mass pieces	Ea	5		
322	Supply of 2 g mass pieces	Ea	5		
323	Supply of 1 g mass pieces	Ea	5		
324	Supply of 0.5 g mass pieces	Ea	5		
325	Supply of 0.2 g mass pieces	Ea	5		
326	Supply of 0.1 g mass pieces	Ea	5		
327	Supply of hygrometer	Ea	10		
328	Supply of cooking thermometer and probe	Ea	20		

329	Supply of digital thermometer and solid probe	Ea	20		
330	Supply of Infrared gun	Ea	5		
331	Supply of timer/Stopwatch	Ea	10		
332	Supply of 20cm digital veneer calliper	Ea	5		
333	Supply of 30cm digital veneer calliper	Ea	5		
334	Supply of SANAS Accredited certificates	Ea	500		
335	Supply LFD diesel test kit	Ea	600		
336	Supply of 1 Litre Hydranal Coulumat CG	Ea	300		
337	Supply of 1 Litre Hydranal Coulumat AG	Ea	300		
338	Supply of 450mm sieve	Ea	60		
339	Supply of 450mm Receiver	Ea	10		
340	Supply of 450mm Lid	Ea	10		
341	Supply of 300mm sieve	Ea	20		
342	Supply of 300mm Receiver	Ea	10		
343	Supply of 300mm Lid	Ea	10		
344	Supply of 200mm sieve	Ea	70		
345	Supply of 200mm Receiver	Ea	10		
346	Supply of 200mm Lid	Ea	10		
347	Mega bags with top ad bottom spout (W900mmXD900mmXH100mm)	Ea	300		

## PART 3: SCOPE OF WORK

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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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## Description of the service

### Executive overview

Kriel Power Station Chemical Services uses Balances, Furnaces, Ovens, Mass pieces and other verification equipment for the analysing coal samples at Chemical Services.

These analyses are important for continuous process monitoring and to take timeous corrective action in terms of deviation in analyses from the specification.

The above-mentioned analyses are also governed by Coal Supply Agreement entered by Seriti Mine and Kriel Power station which require a set adherence to the analysis requirements.

Kriel Power Station Coal laboratories play a critical role in evaluating the quality, performance, and commercial value of coal used in industrial applications such as power generation, metallurgical processes, and fuel production. Accurate laboratory testing ensures that coal meets required standards for safety, efficiency, handling, and environmental compliance. To carry out these evaluations, specialized equipment is used to determine the physical, chemical, and thermal characteristics of coal. Each instrument is designed to perform precise measurements under controlled conditions, ensuring consistency and reliability in analytical results. Understanding the function and proper operation of coal laboratory equipment is essential for producing credible data that supports decision-making in mining, processing, and utilization.

### Employer's requirements for the service

#### Technical specifications

1.2.1.1 Service, Calibration and Repairs for Laboratory equipment at Kriel Power Station for a period of 5 years, on as and when required basis.

1.2.1.2 Supply of equipment, spare parts and consumables for Laboratory equipment's at Kriel Power Station for a period of 5 years, on as and when required basis

#### Quantities Requirements

Requirement	Quantity for 5 years	Frequency
Service and SANAS accredited calibration of Analytical balances in the laboratory at Kriel Power Station	200	Half yearly and as and when required
Service and SANAS accredited calibration of Top pan balances in the laboratory at Kriel Power Station	80	Half yearly and as and when required
Service and SANAS accredited calibration of ISO ASH furnace in the laboratory at Kriel Power Station	30	Half yearly and as and when required
Service and SANAS accredited calibration of ISO Volatile furnace in the laboratory at Kriel Power Station	40	Half yearly and as and when required
Service and SANAS accredited calibration of Oven at 1 point in the laboratory at Kriel Power Station	70	Half yearly and as and when required
Service and SANAS accredited calibration of Oven at 2 points in the laboratory at Kriel Power Station	20	Half yearly and as and when required
Service and SANAS accredited calibration of water bath at 1 point in the	20	Half yearly and as and when required

laboratory at Kriel Power Station		
Service and SANAS accredited calibration of water bath at 2 points in the laboratory at Kriel Power Station	20	Half yearly and as and when required
Service and SANAS accredited calibration of hygrometer at 3 points for temperature and humidity in the laboratory at Kriel Power Station	20	Yearly and as and when required
Service and SANAS accredited calibration of cooking thermometer and probe at 3 points in the laboratory at Kriel Power Station	25	Yearly and as and when required
Service and SANAS accredited calibration of Digital thermometer and solid probe at 3 points in the laboratory at Kriel Power Station	35	Yearly and as and when required
Service and SANAS accredited calibration of Infrared gun at 3 points in the laboratory at Kriel Power Station	25	Yearly and as and when required
Service and SANAS accredited calibration of timer/Stopwatch in the laboratory at Kriel Power Station	30	Yearly and as and when required
Service and SANAS accredited calibration of mass pieces in the laboratory at Kriel Power Station	250	Yearly and as and when required
Service and SANAS accredited calibration of veneer calliper in the laboratory at Kriel Power Station	20	Yearly and as and when required
Repair labour hours for equipments for the laboratory at Kriel Power Station	3000	As and when required
Repair travel km for equipments for the laboratory at Kriel Power Station	5000	As and when required
Supply of Oven element	10	As and when required
Supply of Oven fan	10	As and when required
Supply of Digital display	70	As and when required
Supply of ASH Furnace element	5	As and when required
Supply of Vol Furnace element	5	As and when required
Supply of ASH furnace packing	5	As and when required
Supply of Vol furnace packing	5	As and when required
Supply of ASH furnace wiring	5	As and when required
Supply of Vol furnace wiring	5	As and when required
Supply of ASH Furnace thermocouple	15	As and when required

Supply of Vol Furnace thermocouple	20	As and when required
Supply of 25kg mass pieces	5	As and when required
Supply of 10kg mass pieces	5	As and when required
Supply of 5kg mass pieces	5	As and when required
Supply of 1kg mass pieces	5	As and when required
Supply of 200 g mass pieces	5	As and when required
Supply of 100 g mass pieces	5	As and when required
Supply of 50 g mass pieces	5	As and when required
Supply of 20 g mass pieces	5	As and when required
Supply of 10 g mass pieces	5	As and when required
Supply of 5 g mass pieces	5	As and when required
Supply of 2 g mass pieces	5	As and when required
Supply of 1 g mass pieces	5	As and when required
Supply of 0.5 g mass pieces	5	As and when required
Supply of 0.2 g mass pieces	5	As and when required
Supply of 0.1 g mass pieces	5	As and when required
Supply of hygrometer	10	As and when required
Supply of cooking thermometer and probe	20	As and when required
Supply of digital thermometer and solid probe	20	As and when required
Supply of Infrared gun	5	As and when required
Supply of timer/Stopwatch	10	As and when required
Supply of 20cm digital veneer calliper	5	As and when required
Supply of 30cm digital veneer calliper	5	As and when required
Supply of SANAS Accredited certificates	500	As and when required
Provide health, safety, environment and quality file	5	Yearly
Supply LFD diesel test kit	600	As and when required
Supply of 1 Litre Hydranal Coulumat CG	300	As and when required
Supply of 1 Litre Hydranal Coulumat AG	300	As and when required
Supply of 450mm sieve	60	As and when required
Supply of 450mm Receiver	10	As and when required
Supply of 450mm Lid	10	As and when required
Supply of 300mm sieve	20	As and when required
Supply of 300mm Receiver	10	As and when required
Supply of 300mm Lid	10	As and when required

Supply of 200mm sieve	70	As and when required
Supply of 200mm Receiver	10	As and when required
Supply of 200mm Lid	10	As and when required
Mega bags with top ad bottom spout (W900mmXD900mmXH100mm	300	As and when required

## Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SOW	Scope of work

## Roles and Responsibilities

Roles and Responsibilities are as follows:

- The Senior Supervisor is responsible for compiling the SOW and circulating it to all the relevant stakeholders for review.
- Chemical Services Manager is responsible for reviewing the SOW to ensure that the consolidated scope will address plant challenges.
- The Contractor is responsible for executing the SOW.

## Process for monitoring

The internal assurance will be done by the contracts manager.

## Related/Supporting Documents

Not applicable.

## Management strategy and start up. The *Contractor's* plan for the *service*

This contract will be executed in accordance with Term Services Contract (TSC) based actions on the contract.

## Technical specifications

- SANAS accredited facility to carry out calibration of equipments

## Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting to introduce all the role players and outline how the contract will be run for the duration of 5 years	Will take place just after Contract Award	TBC	<i>Supplier</i> and Employer's cross functional team (CFT)
Risk register and compensation events	Soon after each early warning is raised	TBC	<i>Supplier</i> and Employer's cross functional team (CFT)
Overall contract progress and feedback	Quarterly	TBC	<i>Supplier</i> , and Employers CFT
Contractor partnership SHEQ meeting	Monthly	TBC	Statutory meeting, <i>Supplier</i> to attend

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the supply of the instrument. 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.

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

- a) The *Contractor* shall provide a key list of personnel who will carry out the work on site with their qualifications attached.
- b) A company organogram will be needed by the *Service Manager* to communicate accordingly to comply with the NEC3 Term Services Contract communication structures.

### **Provision of bonds and guarantees.**

Not applicable to this contract

### **Documentation control**

- a) Calibration and service report to be submitted electronically.
- b) All correspondence is to be addressed to the *Service Manager* with a chronological numbering system.

### **Invoicing and payment**

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

The *Contractor* shall address the tax invoice to  
Eskom Holdings SOC Ltd  
Reg. No. 2002/015527/30  
Kriel Power Station  
Accounts Payable  
Private Bag X5009, Kriel 2271  
Email to: Invoiceseskomlocal@eskom.co.za  
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)

<b>General Information</b>	<b>X</b>
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right hand corner)	
- Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e. not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	

**Contract change management**

- a) Any change of the *Contractor's* company ownership must be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.
- b) If the *Service Manager* changes, the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

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

Records shall be kept in project file and provided to the *Service Manager* electronically when needed.

**Insurance provided by the Employer**

Not applicable for this contract

**Training workshops and technology transfer**

- a) The *Contractor* to conduct skills transfer workshop.
- b) The *Contractor* shall create a programme for training on the plant for the *Employer's* nominated employees if required from the *Service Manager*.

## Design and supply of Equipment

Not applicable for this contract

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

### Equipment

- a) Remaining standards and spares to be returned to the Employer at the end of the contract.

### Information and other things

Listed under 1.2 *Employer's* requirements for the service.

## Management of work done by Task Order

- a) A Task is work within the service which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time.
- b) A signed Task Order is the *Service Manager's* instruction to carry out a Task.
- c) Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.
- d) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.
- e) A Task Order includes:
  - i) A detailed description of the work in the Task.
  - ii) A priced list of items of work in the Task in which items taken from the Price List are identified.
  - iii) The starting and completion dates for the Task.
  - iv) Conditions of the service agreement is in accordance with the Task Order issued.
- f) The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.
- g) The Prices for items in the
- h) Task price list which are not taken from the Price List are assessed in the same way as compensation events.
- i) No Task Order is issued after the end of the service period.
- j) Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.
- k) It is the *Contractor's* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.
- l) Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.
- m) When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:
  - i) The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
  - ii) Response time within 2 hours for any communication when the *Contractor* acknowledges the emergency.
  - iii) Provide a programme within 8 hours after Task Order provided to the *Contractor*
  - iv) Mobilise within 5 hours after Task Order have been accepted by both parties.

## Health and safety, the environment and quality assurance

### Health and safety risk management

The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the service

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's safety requirements.

#### 1.1.1 Employer's Health and Safety Requirements

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 mandatories with:

- a) 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
- b) the Eskom "Safety, Health and Environmental Requirements 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 Project Manager 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
- c) 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, always, considers itself to be the "Employer" for the purposes of the OHSA and is required to not consider itself under the supervision or management of the Employer regarding compliance with the SHEQ Requirements, the Contractor is required to furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor is always responsible for the supervision of its employees, agents, Sub-Contractors, and mandatories 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 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 Employer, or any person appointed by the Employer, may, at any stage during the currency of this contract:

- I. 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.
- II. Refuse any employee, Sub-Contractor, 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.
- III. Issue the Contractor with a stop order should the Project Manager 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 Project Manager and to the Safety Risk Management office.

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 is required to 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 mandatories 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 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 mandatories to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the Contractor, its employees, agents, Sub-Contractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.

#### 1.1.2 Contractor's Responsibilities

In addition to the safety requirements identified under responsibility in terms of safety requirements, the Contractor ensures that the following responsibilities are complied with:

- a) To meet on a regular basis, as agreed, with the Project Manager / Supervisor who are responsible for:
  - I. Safety assurance
  - II. Quality assurance
  - III. Construction
  - IV. Commissioning
  - V. Any other relevant subjects.
- b) To commission machinery, if contractually required, in accordance with the commissioning committee's approved commissioning programmers and procedures.

The programmers are to identify and account for the interface requirements of other Contractors and the dates contained in the Contract Data.

#### 1.1.3 Specific Risks

The following risks are identified by the Project Manager and Contractor specifically addresses these risks to ensure that the works is carried out safely:

- a) Working at heights
- b) Dusty conditions
- c) High noise area
- d) Work is being carried out overhead by others
- e) Work is being carried out below
- f) Work in confined spaces
- g) Possibility of noxious gases
- h) Possibility of fires or explosions
- i) Rigging

#### 1.1.4 Safety of Workers

- i. The Contractor ensures the safety of all persons working in the Site. Any hot work including welding will be applied for in accordance with a permit to work system. No welding will be allowed on site unless permission is granted in writing by the Project Manager.
- ii. All welding, flame cutting and grinding work is properly screened to protect persons from arc flashes or eye injuries. Fire blankets are fitted over the scaffolding planks and platforms. Precautions are taken to prevent any objects welding or grinding splatter from falling.

#### 1.1.5 Fire Protection

- i. The Contractor shall ensure that adequate firefighting apparatus is provided at all their work sites or office areas, and that their all their staff or representatives are trained in the use of this apparatus.
- ii. The Contractor takes precautions to prevent any occurrence of fires or explosions while carrying out any work near flammable gas and liquid systems. Any tampering with the Employer's fire equipment is strictly forbidden.

- iii. All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment remains accessible at all times.
- iv. In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 2555.
- v. Take the necessary action to safeguard the area to prevent injury and spreading of the fire.

#### 1.1.6 First Aid

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

#### 1.1.7 Hazardous Substances

The Contractor shall manage hazardous substances in accordance with the requirements of Occupational Health and Safety Act no 85 of 1993 and NEMWA Act. The Contractor shall declare all hazardous chemical substances brought to site to the Employer.

1.1.8 Calibration requires a controlled environment, proper handling of equipment, and awareness of potential hazards like electrical shocks, thermal burns, and chemical exposures. To ensure safety, individuals must be trained on calibration procedures, understand potential risks, and follow established protocols.

## Environmental constraints and management

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements.

**NB:** Before commencing with any work, the service providers are required to visit the station's Environmental Department for evaluation to be allocated relevant legal and other requirements documents which the *Contractor* shall comply with during the service.

The service provider shall then commence with the service but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Kriel Power Station and any service providers.

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach.

The *Contractor's* team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The *Contractor* must consult with Kriel Environmental section on a regular basis for on-going assistance and advice. The *Contractor's* EMS shall clearly cover the following areas as per ISO 14001.

- i) Environmental policy
- ii) Environmental legal and other requirements

- iii) Risk Assessments/Aspects & Impacts Register
- iv) Improved management of monitoring and measurement documentation (e.g., devices calibration certificates)
- v) Provision of necessary resources (e.g., computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.
- vi) Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by Project Manager) as well as emergency preparedness and response procedures/plans.
- vii) The Contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports
- viii) Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- ix) Contingency plans

### **Environmental Policy**

The contractor must submit an Environmental Policy and proof of communicating it with the employees (project team). The policy should demonstrate your organization (top management)'s commitment to protection of the environment which is not only intended to prevent adverse environmental impacts through the prevention of pollution, but to protect the natural environment from harm and degradation arising from the organisation's activities, products and services. The policy must also demonstrate commitment to compliance with legal and other requirements, prevent pollution and continually improve environmental performance.

### **Environmental Aspects and Impacts Register**

The contractor shall determine the aspects related to the scope of work. Aspect is an element of organization's activity, products or services which may interact with the environment and may cause negative or positive impact. While impact – refers to any change on the environment whether adverse or beneficiary. Changes to the environment, either adverse or beneficial, that result wholly or partially from environmental aspects are called environmental impacts. The environmental impact can occur at local, regional and global scales, and also can be direct, indirect or cumulative by nature. The relationship between environmental aspects and environmental impacts is one of cause and effect.

### **Quality assurance requirements**

1. The Contractor prepares a contract quality management plan that, where appropriate, indicates the following:
  - i. Indicates the interface with the Contractors quality system and applicable documents such as procedures and work instructions
  - ii. Establishes communication channels between the Contractor and the Project Manager in respect of quality and the integration of such with prescribed contract communication channels
  - iii. Indicates how specific subcontractors will be monitored
  - iv. Identifies items or activities for which quality control plans will be prepared

- v. Identifies the specifications, drawings, and acceptance criteria for material for which quality control plans are not required
- vi. Identifies the areas or processes requiring special controls
- vii. Identifies the Contractor's Management Representative and personnel responsible for the control of quality activities and their relationship to the Contractor's management structure
- viii. Identifies the documents which are to be submitted to the Project Manager
- ix. Identifies the Contractor's quality monitoring programme

The Contractor periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the Project Manager but will not be greater than one year.

### 1.2 Access to the Contractor's and Sub-Contractor(s) Premises and Facilities

The Contractor and/or its sub-contractor gives access to the Supervisor and/or the Authority/Agency and the Regulator where appropriate to their premises and facilities at

reasonable times to conduct quality assessments, audits, surveillances, and inspections to establish compliance with the contractual requirements.

### 1.3 Verification and Testing

The Contractor gives at least 24 hours' advance notification to the Supervisor or the Authority for verification/testing, which require their attendance. The Contractor confirms readiness for verification at least 12 hours prior to the test. The Contractor ensures that all work has been fully verified, accepted and documented prior to requesting any verification by the Supervisor.

### 1.4 Quality Records

- i. The Contractor prepares and submits to the Employer an Index of QA/QC and inspection and test records prior to the commencement of work.
- ii. The Employer determines which documents are to be submitted during the performance of work and reviews the index and request changes if required. The Contractor conforms to the Index approved by the Employer.
- iii. The Contractor ensures all records identify the items, equipment and/or activities to which they pertain and collates indexes and securely stores the records in such a manner that they are readily retrievable.
- iv. The Contractor implements appropriate administrative controls to limit access to prevent inadvertent loss of or damage to records.
- v. The Contractor stores all quality records. The Contractor only destroys or discards quality records with the approval of the Employer.
- vi. The Contractor presents on completion of the works all quality records in the form of a data package. The package is indexed and shows the entire contents.

## Procurement

### People

#### Minimum requirements of people employed

The Contractor shall provide trained and competent people to service and calibrate the instrument

#### BBBEE and preferencing scheme

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.

The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.

Where, as a result, the Contractor's B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to provide the service.

Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

Tenderers will be required to maintain their B-BBEE Recognition Level for the duration of the contract

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

Not applicable for this contract

#### Supplier Development localisation and industrialisation

Not applicable

#### Corporate Social Investment (CSI)

CSI% to be negotiated to 3% per invoice value.

## Subcontracting

#### Preferred subcontractors

Not applicable for this contract

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

Not applicable for this contract

**Limitations on subcontracting**

Not applicable for this contract

**Attendance on subcontractors****Plant and Materials****Specifications**

Not applicable to this contract

**Correction of defects**

- a) All material to be replaced if they are impacting the functionality of the instrument.
- b) The *Service Manager* arranges for the *Employer* to allow the *Contractor* access if it is needed for correcting a Defect.
- c) The *Contractor* should correct a Defect within one day or when the first available opportunity arises.

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

- a) The *Contractor* will do all procurement of materials according to own procurement processes.
- b) All materials purchased by the *Contractor* to be installed to Affected Property will be kept and preserved according to the storage relevant specification.
- c) The *Contractor* may at any point be requested by the *Service Manager* to submit the storage and preserving specification for any material or plant.
- d) All plant and material to be stored at an area demarcated by the *Service Manager* and it is the responsibility of the *Contractor* to prepare the area and make it comply with the storage and preserving specification

**Tests and inspections before delivery**

Not applicable for this contract

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

Not applicable for this contract

**Cataloguing requirements by the *Contractor***

Not applicable for this contract

**Working on the Affected Property*****Employer's* site entry and security control, permits, and site regulations**

The supplier to comply to the Life saving rules, safety file must be approved and all personnel who will be entering Kriel Power Station must be clear of criminal record. All information regarding safety requirements will be shared during Induction.

**People restrictions, hours of work, conduct and records**

Restrictions and hours of is 7h00 -16h15 Monday to Thursday and 7h00 – 12h00 on Fridays. 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.

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

The Service provider to adhere to the Life saving rules and the Laboratory requirements.

## **Environmental controls, fauna & flora**

Not Applicable.

## **Cooperating with and obtaining acceptance of Others**

Not Applicable.

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

All records supplied to Eskom during the contract execution will be an Eskom property.

## **Equipment provided by the Employer**

Not Applicable

## **Site services and facilities**

### **Provided by the Employer**

- The ablution facilities
- Fire protection and lighting in the laboratory.
- Power supply in the Laboratory
- Training facility room onsite that will only be booked prior upon request by the supplier.

The Contractor shall provide everything else necessary for providing the service required

### **Provided by the Contractor**

The contractor must provide his own accommodation and transport daily for the employees should the commissioning, calibration, maintenance etc. take more than one day on site.

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

Not Applicable for this contract

## **Hook ups to existing works**

Not Applicable for this contract

## **Tests and inspections**

### **Description of tests and inspections**

Quality Control check will be done by the employer upon delivery to site for acceptance.

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

Not Applicable for this contract

## **List of drawings**

### **Drawings issued by the Employer**

Not Applicable for this contract