



NEC3 Term Service Contract (TSC3)

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

and _____

(Reg No. _____)

for **Correlation, Parallel and Spot Checking on Emission
PM and Gas Monitors**

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

[15]

Part C2 Pricing Data

[7]

Part C3 Scope of Work

[17]

ENQUIRY No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[3]
C1.2a Contract Data provided by the <i>Employer</i>	[11]
C1.2b Contract Data provided by the <i>Contractor</i>	[2]

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:

CORRELATION, PARALLEL AND SPOT CHECKING ON EMISSION PM AND GAS MOTITORS

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:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options	A: Priced contract with price list 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): Address	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 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	Rajesh Sooknanan Eskom Holdings SOC Limited Majuba Power Station Private Bag 9001 Volkstrust 2470 017 799 3641 SooknaR@eskom.co.za
11.2(2)	The Affected Property is	Majuba Power Station
11.2(13)	The <i>service</i> is	
11.2(14)	The following matters will be included in the Risk Register	A Risk register is to be maintained throughout

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

		the contract period.
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	Seven [7] days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	Three [3] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 November 2026
30.1	The <i>service period</i> is	31 October 2031
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>	Will be done per task order on completion and submission of report. Assessments will be done after receipt of report (14 working days).
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four [4] weeks.
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	1. Standing Time 2. Overtime
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four [4] weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Within the boundaries of South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee

- if the arbitration procedure does not state who selects an arbitrator, is **of the Association of Arbitrators (Southern Africa) or its successor body.**

12	Data for secondary Option clauses													
X1	Price adjustment for inflation													
X1.1	The <i>base date</i> for indices is	One month prior to contract to tender closing date.												
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr> <tr> <td>0.85</td><td>Table A – All items (CPI Headline) Preliminaries</td><td>STATSA</td></tr> <tr> <td>0.15</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.85	Table A – All items (CPI Headline) Preliminaries	STATSA	0.15	non-adjustable		1.00		
proportion	linked to index for	Index prepared by												
0.85	Table A – All items (CPI Headline) Preliminaries	STATSA												
0.15	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.												
X17	Low service damages													
X17.1	The <i>service level table</i> is in	In the Part 3: Scope of work												
X18	Limitation of liability													
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)												
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event												
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles												
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for												

		• 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	Three [3] 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	Fourteen [14] 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	The replacement cost where not covered by the <i>Employer's</i> insurance.

<i>Employer's property</i>	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: Responsibilities: Qualifications: Experience:	

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

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

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the

- time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Note: This contract is on an 'as and when' required basis over a period of 5 years. Service providers to use the pricing tables below to quote per test and then multiply by the total number of anticipated tests over the 5-year period.

Cost of Annual Safety Inductions per Year

Description of Activity	Qty	Price	Units of Measure
Labour			Per day
- Skilled labourer			Per day
- Unskilled labourer			Per day
Travelling			Per km
Lift Training - 1 Hour on-site			Each
Safety File preparation and check			Lot
Accommodation			Per night
TOTAL Per YEAR			
TOTAL FOR 5 YEARS			

Cost of Authorised Supervisor Training x 2 over a five-year period

Description of Activity	Qty		Price	Units of Measure
Labour				Per day
Travelling				Per km
Accommodation				Per night
TOTAL Per 2 YEARLY CYCLE				2 YEARLY
TOTAL FOR 5 YEAR				TOTAL FOR FIVE YEAR T

Correlation Spot Checks [Price per test – total over 5 years is 24 tests]

Description of Activity	Qty	Price	Units of Measure
Labour			Per day
- Skilled labourer			Per day
- Unskilled labourer			Per day
Travelling			Per km
ISO 12141*			Per test
EPA Method 3A			Per stack
Accommodation			Per night
Consumables			Per day
Report			Each
TOTAL Per test			
TOTAL FOR 24 Tests			

Full Statutory Correlation Tests [Price per test – total over 5 years is 30 tests]

Description of Activity	Qty	Price	Units of Measure
Site Establishment			Per lot
Labour			Per day
- Skilled labourer			Per day
- Unskilled labourer			Per day
Travelling			Per km
ISO 12141*			Per test
EPA Method 3A			Per stack
Accommodation			Per night
Consumables			Per day
Reports			Each
TOTAL Per test			
TOTAL FOR 30 Tests			

Stratification Survey [Price per test – total over 5 years is 30 tests]

Description of Activity	Qty	Price	Units of Measure
Site Establishment			Per lot
Labour			Per day
- Skilled labourer			Per day
- Unskilled labourer			Per day
Travelling			Per km
EPA Method 3A, 6C, 7E and 10			Per day
Calibration gas			Lot
Accommodation			Per night
Consumables			Per day
Reporting			Lot
TOTAL Per test			
TOTAL FOR 30 Tests			

Statutory Parallel Tests (QAL 2) [Price per test – total of 24 tests over 5 years]

Description of Activity	Qty	Price	Units of Measure
Site Establishment			Per lot
Labour			Per day
Travelling			Per km
EPA Method 3A, 6C, 7E and 10			Per day
Calibration gas			Lot
Accommodation			Per night
Consumables			Per day
Reporting			Lot
TOTAL Per test			
TOTAL FOR 24 Tests			

PART 3: SCOPE OF WORK

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

Table of Contents

Part 3: Scope of Work	1
C3.1: Employer's service Information	2
1 Description of the service	2
1.1 Executive overview	2
2.1 <i>Employer's</i> requirements for the service	3
2.2 Management strategy and start up	5
3 Procurement	5
3.1 People	5
4 GENERAL WORKS INFORMATION	6
4.1 The Contractor to note and comply with the following:	6
4.2 Security Arrangements:	7
4.3 Health and Safety:	8
4.4 Fire Precautions:	8
4.5 Reporting of accidents:	8
4.6 Speed limit:	8
4.7. Health and Safety Arrangements:	8
4.8. Vehicle and driver safety	9
4.9. Eskom Life Saving Rules:	10
4.10. PLANT SAFETY REGULATIONS - APPOINTMENT OF A RESPONSIBLE PERSON, APPOINTED PERSON AND/OR AN AUTHORISED SUPERVISOR Rev 0 - May 2008	10
5. Construction, Erection and Maintenance work on site:	12
6. Use of the <i>Employer's</i> Tools and Equipment:	12
7. Plant Identification Labels:	12
8. Quality Requirements:	13
9. Waste disposal:	13
10. Hazardous substances	13
11. Environmental requirements:	13
12. <i>Contractor</i> terms and conditions of employment	13
13. Accommodation:	15
14. Messing Facilities:	15
15. Medical Facilities:	16
16. Scrap Removal	16
17. Irregularities	16
18. Contact details of the Power Station Manager are as follows:	16
19. Alternatively, to disclose any concerns or process related queries you may contact:	16
20. Abuse of alcohol and/or intoxicating substances	16
21. Assessment and Invoicing	16
22. Cost Price Adjustment implementation (CPA)	17
23. Invoice price versus order price	17
24. Labour	17

C3.1: EMPLOYER'S SERVICE INFORMATION

Description of the service

Executive overview

1.1.1. Complete/Full Correlation Test of Dust Emission Monitors and Spot Correlation Checks

The dust emission monitors are installed on Smokestack 1 and Smokestack 2 at Majuba Power Station. Stack 1 is required for the exhaust of flue gas from unit 1 to 3. Stack 2 is required for exhaust of flue gas from unit 4 to 6. The contractor performs the dust emissions correlation test as per the latest revision 240 - **56242363 Emissions Monitoring and Reporting Standard**. The standard requires that the test be done on a 2 yearly basis on each emission monitor installed on the plant.

The contractor performs spot checks as per **240 - 56242363 Emissions Monitoring and Reporting Standard**. The standard requires that the test be done on an as and when required basis on each emission monitor installed on the plant

The FFP must be inspected for bag leaks and repairs must be completed by the *Employer* before the correlation test is completed by the *Contractor*. Load requirements will be provided by the *Contractor* at least 7 days before testing commences for each unit. The *Employer* will arrange the loading requirements with the National Grid Control.

All monitors to be zero calibrated before the correlation test is done by the Employer and verified by the Contractor. The curves in the control system [DCS] and the monitor extinction range will be adjusted as per the correlation report after the final report is issued by the contractor to the *employer*.

A full report will be provided by the Contractor, within three weeks after the test has been completed. Late delivery will result in delay damages of 10% of the task order value.

The correlation services /emission test by the Contractor will be required to performed during periods when the units is returned from an outage/ light-ups and shut-downs. This request will be communicated in writing to the Contractor 3 days prior to testing commencement. This activity will mainly be done over weekends but is not limited only to weekends.

Service provider must be SANAS accredited / Eskom approved Stack Tester and be able to conduct testing on stack diameter in the range of 8.5meters to 9meters.

1.1.2. Stratification and Parallel Testing of the Gaseous Emission Monitors (U1-U6)

The stratification and parallel test to be performed as per **240 - 56242363 Emissions Monitoring and Reporting Standard**. The standard requires that the test be done on a 2 yearly basis.

Annual surveillance tests (gaseous correlation spot checks) must be performed as per **240 – 56242363 Emissions Monitoring and Reporting Standard**. The standard requires this test to be done on an annual basis

The FFP must be inspected for leaks and repairs must be completed by the Employer before the correlation test is done *by the Contractor*. Load requirements will be provided by the Contractor at least 7 days (no later than Tuesday) before testing commences. The *Employer* will arrange the load requirements with the National Grid control.

A full report must be provided by the Contractor, within three weeks after the test has been completed. Late delivery will result in delay damages of 10% of the task order value.

Service provider must be SANAS accredited / Eskom approved Stack Tester and be able to conduct testing on stack diameter in the range of 8.5meters to 9meters

1.1.3. General

- The contractor supplies a full report with the correlation curve that Eskom needs to implement. The report must be sent to the system engineer for acceptance and is verified by the Eskom specialist for acceptance and implementation.
- The report must be issued by the contractor to Eskom within 14 working days thereafter penalties will apply according to low service damage table for late submission.
- All calibration certificates to be issued within 2 weeks to Employer.
- Calibration certificates for all measuring equipment must have a valid SANAS traceable certification number and must be included in the report.
- All calibration gases used must have valid test certification.
- Assessments to be compiled before payment will be processed.
- Before a correlation test is done by the Contractor the Employer will ensure a zero calibration to be done on the dust monitors. Alternatively, a valid calibration certificate will be provided to the Contractor. Note that any correlation test done without a valid dust monitor calibration certificate will be rendered invalid.
- Stack landings to be left in a clean condition (no debris)
- All test points to be closed after completion
- Feedback in terms of a written report to be provided to system engineer before the contractor leaves site.
- Specialised tools required for the execution of the works will be provided by the Contractor.
- Access to plant will be acquired via the Eskom permit to work system
- The Contractor will be required to be authorised to operate the chimney lift.

1.1.4. Service dates

- Full correlation tests will be done on an ad hoc basis.
- The employer will raise a task order for these services well in advance (2 weeks)
- The *employer* will let the *contractor* know at least 3 days in advance if a service needs to be postponed.

1.1.5. Call-outs, Response times and Overtime

- On an emergency call out, the employer will issue a task order for the call out and the contractor to be on site within 3 working days to execute the tests
- Any overtime must be pre-approved by use of request for overtime form
- Start and stop times must be clearly stated on the contractor's job cards

2.1 *Employer's requirements for the service*

2.1.1. Specifications

Title	Date or revision	Tick if public available
Employer's Health and Safety Requirements	14 June 2005	✓
SERV/STD/01 – Safety, Health and environmental requirements to be met by <i>Suppliers</i>	May 2005	✓
GGR 0992 – Plant Safety Regulations	May 2004	✓
Occupational Health and Safety Act	1993	✓
Eskom Cardinal rules	Latest	✓
Emissions Monitoring and Reporting Standard 240-56242363	Latest	✓

Management strategy and start up

2.2.1 The Contractor's plan for the service

The Contractor is to deliver on the key outputs set out in the Scope of work. Deviations from hereon will render non-payment for services rendered. The duration for the termed Contract to execute services of correlation and stratification testing at Majuba Power Station is for the period 5 years.

2.2.2. Management meetings

- An ad hoc meeting could be scheduled should the need arise between any of the two parties. Meetings will be limited to 4 meetings per year.
- Notification of meetings will communicate in writing and acceptance or rejection must be done in writing to the Service Manager.
- 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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	To Be confirmed	Majuba Power station	<i>Employer, Contractor and System engineer</i>
Overall contract progress and feedback	To Be Confirmed	To Be Confirmed	<i>Employer, Contractor and System engineer</i>

Procurement People

3.1.1. Minimum requirements of people employed

Skill	Minimum Qualification	Minimum Related Experience
1 x Specialist	Engineering degree (Mechanical, Instrumentation.) New Engineering Contract (NEC)	3 years
1 x Artisan	Grade 12, N4, Trade test	2 years

The minimum requirements are based on Eskom Job Profiles. Curriculum Vitae are to be submitted for consideration. Proof of qualifications will be required.

Specialist - 3 years related experience performing QAL 2 parallel measurements

3.1.2. Low Performance Penalties - KPI's

	Description	Requirements	Target	Actual	Penalty
1.	Maintaining of Safety File	Monthly audits by Contracts Manager/Safety Dpt (Softy copy audit)	30%		5% of total allocated cost for safety
2.	QCP's	Audits of the QCPs od each task will be done by the service Manager	20%		5% of Task Value
3.	Calibration Certificates of Equipment	Annual audits by Contracts Manager (part of Report)	25%		10% of Task Value
4.	Timeous submission of reports	Based on each assessment	25%		10% of Task Value
	Total		100%	100%	

GENERAL WORKS INFORMATION

The Contractor to note and comply with the following:

- 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 request disciplinary/corrective action if, and when required.
- The main Contractor is accountable for the management of their sub-contractors and suppliers and to ensure that the applicable legal and Eskom requirements (applicable during contract execution) are complied with by the sub-contractors and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and Eskom requirements identified, then the Main Service Provider/Principal contractor will be penalised.
- The Contractor shall operate under the direction and instructions of the Power Station Manager or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.
- The Contractor shall provide all overalls for his staff with clearly identifying motifs (Contractors Brand and name).
- The Contractor must provide the necessary supervision to ensure that activities are conducted safely. The Contractor assesses all other required PPE and ensures that these are provided to all staff on site.

Security Arrangements:

- 4.2.1. The Contractor applies for a photo permit (if on site for longer than one (1) year).
All Contractors' personnel will be issued with a temporary access permit if on site for less than two- (2) months which will contain the following information:
- Name
 - ID Number
 - Company
 - Validity date
- 4.2.2. To assist Protective Services with the issuing of permits and the identification of personnel on site, the Contractor is to supply a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Security Area. This list must be delivered to Protective Services or can be faxed to (017) 799-3159. The list, identified with the Contractor's name, is to contain the following information:
- Employee name
 - Employee ID Number
 - Employer's Representative signature
- Copy of the first page of the ID book of every employee of the Contractor
- 4.2.3. The Contractor personnel will be required to always be in possession of their contractor's permit.
- 4.2.4. All Contractors' permits must be submitted to The Service Manager when the relevant personnel leave the site after Completion of the works.
- 4.2.5. Any lost permits will be paid for by the Contractor to Protective Services at a cost of R30,00 per lost permit.
- 4.2.6. The Contractor's visitors and all personnel shall always conform to the security arrangements in force at the time. Application forms for visitors must be completed by the Contractor's Site Manager and approved by the Employer's Representative one- (1) day before the visit and submitted to the Employer's Protective Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- 4.2.7. The Chief of Protective Services may with valid cause remove any of the Contractor's personnel from the site, either temporarily or permanently. He may deny access to site to any person, whom, in the opinion of the Chief of Protective Services, constitutes a security risk.
- 4.2.8. No unauthorised vehicles will be allowed on site. Only Contractor's vehicles with contract vehicle permit disks will be allowed on site. Contract Vehicle Permit Applications should be directed to the Employer's Representative. All vehicles used on site to be road worthy as per SA traffic law and fitted with safety belts for driver and passengers.
- 4.2.9. The Contractor will be restricted to the working areas associated with his place of work. The Contractor is forbidden to enter any other area and must ensure that his employees abide by these regulations.
- Parking inside the Power Station building is strictly forbidden, except for loading purposes.
 - No recruiting of casual labour may be done on the Employer's premises, including the area outside the Power Station security gate.

Health and Safety:

4.3.1. Plant Safety Regulations:

- The Contractor requests Works Management to arrange the isolation of the plant from all sources of danger as described in the Plant Safety Regulations.
- The Employer shall, on request, make available a copy of the latest revision of the Plant Safety Regulations to the Contractor.
- The Contractor shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Register prior to working on the plant.

Fire Precautions:

- Any tampering with the Employer's fire equipment is strictly forbidden.
- All exit doors, fire escape routes, walkways, stairways and stair landings and access to electrical distribution boards must be kept free of obstruction and is not to be used for work or storage at any time. Firefighting equipment must always remain accessible.
- In case of fire, report the location and extent of the fire to Electrical Operating Desk at x3804.
- It is expected that the Contractor take the necessary action to safeguard the area in order to prevent injury and spreading of the fire.

Reporting of accidents:

The Employer follows an accident prevention policy which includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incident. The Contractor is expected to co-operate fully to achieve this objective. The Employer's Representative must be informed immediately of any Category B or C incidents. Category A incidents and any damage to property or equipment must be reported to the Project Manager/ Employer's Representative/ Employer's Agent within 24-hours.

NOTE: This report does not relieve the *Contractor* of his legal obligation to report incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

Speed limit:

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 km per hour will be always adhered to on the premises.

4.7. Health and Safety Arrangements:

- a) The Contractor must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with the works. A one- (1) hour course will be provided by the Employer and will be valid for the duration of one- (1) year.
- b) The Contractor shall comply with the guidelines set out in the Majuba Standard BIA/RM/STD/01 titled "Safety, Health and Environmental specifications to be met by Contractors"
- c) Safety Risk Management has the right and authority to visit and inspect the Contractor's workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- d) The Employer's Representative shall be entitled to instruct the Contractor to stop work, without penalty to the Employer, where the Contractor's personnel fail to conform to safety standards or contravene health and safety regulations. The Employer's Representative is entitled to instruct the Contractor to discipline his employees and to enforce disciplinary action and submit a report to the Employer's Representative. The Contractor shall implement additional health and safety precautions where necessary.
- e) The following Health & Safety requirements should be complied with:

The Contractor must supply a Certificate of Competency of his/her employees to work under the following conditions:

Confined Spaces
Heights
Heat stresses
Cold stresses

The Contractor to provide the Employer with proof of free issue of adequate Personal Protective Equipment (P.P.E.) to be used by his/her employees (preferably SABS approved).

All the Contractor's employees to receive a formal Safety Induction Training from Safety Risk Management before commencement of any work on site.

- Noisy equipment and tools - no equipment or tools > 105dB (A) may be supplied/utilised by the supplier.
- Sub-contractors - the principal contractor must state if a sub-contractor is going to be used and who the sub-contractor/s are. Proof must be given to Eskom that the sub-contractor/s has/have the necessary competence and resources to carry out the work safely and to ensure that due care of the environment will be exercised.
- Medical examination processes must be complied with.
- Contractor safety file to be signed off by safety department and handed to Eskom at end of contract

4.8. Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Contractor vehicles are to comply with the requirements specified in the Eskom Vehicle Safety Specification 32-345.

Transportation of passengers: open LDV's:

With effect from 31 May 2006 no Eskom employee or Contractor would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of Eskom and Contractor employees – therefore the following will be enforced:

- Ensure that no employee, including contractor employees or any other person, when on an Eskom site and/or performing work for Eskom, is allowed to be transported in the back of open vehicles.
- There will be cases where this may not be reasonable or practicable, namely where vehicles are used during line inspections on sites or on private roads, or similar cases, and in these cases such vehicles must be driven at less than 30km per hour or at a speed suitable to the prevalent conditions. In such cases, the carrying of passengers in the back of such open vehicles could be explicitly allowed, after:
 - a risk assessment has been carried out, indicating a very low risk.
 - mitigating factors have been identified to control any risk identified.
 - proper seating and handrails have been provided on the back of the open vehicle:
 - these measures have been discussed at the relevant Health and Safety Committee Meeting and approved by the Employer.
 - is defined and contained in a formal written division's or BU's policy, including the appropriate mitigating factors.
 - such a policy has been communicated to all employees and contractors.

The above risk assessment findings/outcomes must always be available for audit purposes.

- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to onsite and off-site transportation of passengers.

No person may be transported in the back of vehicles closed by means of canopies, unless provided with factory-fitted or manufactured-approved, proper seating and safety belts, i.e. crew cabs.

The driver must ensure that no employees are transported in the back of open vehicles unless it is allowed in terms of a divisional or BU-specific policy as referred to in paragraph f). This also applies to contractor and contractor employees when performing work for Eskom.

The driver must ensure that all canopies are being properly fitted and secured and that all loose tools and objects in vehicles are properly secured.

The driver must ensure that their passengers are always seated and wear seatbelts.

4.9. Eskom Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

- Rule 1: Open, Isolate, Test, Earth, Bond, and / or insulate before touch - that is any plant operating above 1 000 V.
- Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.

Eskom takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in any vehicle on Eskom Business and/or on Eskom premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of Eskom may result in Eskom terminating your obligation to perform work in terms of your contract with Eskom.

All occupants must wear their safety belts properly and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must always buckle-up for the sake of themselves and their families.

- Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.
- Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

4.10. PLANT SAFETY REGULATIONS - APPOINTMENT OF A RESPONSIBLE PERSON, APPOINTED PERSON AND/OR AN AUTHORISED SUPERVISOR Rev 0 - May 2008

The OHSA states that anyone entering Eskom's premises must adhere to their set of regulations, i.e. Plant Safety Regulations, as Eskom is responsible for the Contractors safety while they are on Eskom's sites.

It is required that all Contractors must appoint a Responsible Person or an Authorised Supervisor to supervise work done by the Contractor.

An Appointed Person can be appointed by the Contractor to do isolations if required.

a) Process to appoint a Responsible Person, Appointed Person and/or Authorised Supervisor

Where applicable, the Contractor will identify a person who will represent him as a RESPONSIBLE PERSON, APPOINTED PERSON and/or an AUTHORISED SUPERVISOR. The Contractor may send more than one person for training.

The appointed person/s will be trained by Eskom. There are two FORMAL sets of training, i.e. THEORETICAL TRAINING and PRACTICAL TRAINING.

b) Training

i) Practical training

The Contractor will send a representative for training to become a RESPONSIBLE PERSON, an APPOINTED PERSON and/or an AUTHORISED SUPERVISOR to be instructed in the PRACTICAL aspects of the plant, Isolations, Plant Identification, Plant systems etc.

ii) Theoretical training

During his practical training period, the representative of the contractor must attend a theoretical course of 10 days for a Responsible Person and 2.5 days for an Authorised Supervisor. From the time that the person has written the EXAM for the theoretical test to the time that he must appear before the AUTHORISATION COMMITTEE is a maximum of three months.

If he does not appear before the Authorisation Committee during the three months, he must redo the theoretical exam.

The duration and cost for Practical and Theoretical training, as a package, will be determined by the Majuba Training Manager. For training arrangements, contact 017 799 3559.

c) . Costs related to training

The Contractor will be responsible for all costs related to the training. The costs must be shown separately in the price list.

d) Accreditation and validity period and area

A certificate will be issued to the Responsible Person, an Appointed Person and/or an Authorised Supervisor which will be valid for 2 years and it will only be applicable to Majuba Power Station.

If a person who is authorised moves from one contracting company to another, his/her authorisation automatically lapses.

e) Barricading / Screens and Scaffolding:

The Contractor shall provide and install barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

The Employer will supply scaffolding if not stated differently in the Works Information. Arrangements of such must be made at least one- (1) week in advance by the Contractor. (Tampering of any approved scaffold is not allowed for any adjustments – The Project Manager/ Employer's Representative/ Employer's Agent should be notified of any adjustments.)

f) Asbestos:

1. All stripping of asbestos material shall be undertaken strictly in accordance with the Employer's Procedure OVP76 HSPHRN 00 00 5 and other relevant standards and updates, with special reference to the asbestos regulations according to the Occupational Health and Safety Act number 85 of 1993.
2. The Project Manager/Employer's Representative shall advise the Contractor whether areas that are to be stripped of lagging have been identified as containing asbestos. If the Contractor is not sure whether lagging contains asbestos, he is to notify Risk Management who will identify whether the lagging contains asbestos.

3. The Contractor shall be obliged to ascertain from the Employer's Representative in advance whether areas required to be stripped are non-asbestos. Only the Contractor appointed to remove asbestos, shall strip any lagging material containing asbestos fibre.
4. The Contractor appointed to remove asbestos, may not begin removal without first obtaining the necessary permission from the Inspector of Labour and Risk Management.

5. Construction, Erection and Maintenance work on site:

- a) The Contractor will be responsible for the provision of all, or any temporary or expendable materials required allowing for storage of material.
- b) The Contractor will be responsible for the safeguarding, care and security of all items whilst in the Contractor's custody and control, until Completion of the whole of the works.
- c) The Contractor will be responsible for all cranes and equipment required to complete the work.
- d) The Contractor will be responsible to check and verify correctness of civil work installed by others prior to commencement of installation/erection.
- e) The Contractor will be responsible for the repair, replacement or correction as necessary of any and all items of plant and/or materials supplied by the Employer, which are damaged and/or lost while in the Contractor's custody and control.

6. Use of the *Employer's* Tools and Equipment:

- a) For expediting the works, the Employer may make facilities and services available to the Contractor as provided at no cost to the Contractor. The Contractor will not receive any reimbursement or make any change to the beneficial use of the facilities or services.
- b) The Employer may allow the Contractor, for the execution of the works, the reasonable use of its workshop, cranes, tools and equipment, provided that the Employer's own work and business are not interfered with in any manner by such use. The Contractor shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted and shall be liable for any damages by the Employer as a result of any act of negligence by the Contractor, his employees or sub-contractor while using such workshop, cranes, tools and equipment.
- c) The Borrowing of Tools and Equipment from other contractors is Discouraged. The contractor is responsible for ensuring that they have sufficient tools and equipment required to execute the Scope.
- d) The Contractor is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the Employer which are damaged and/or lost whilst in the Contractor's custody and control.
- e) The Contractor must ensure that any one of his employees or Sub-contractor, operating hoist equipment belonging to the Employer, is trained and authorised as per the appropriate Regulation and ACT (Occupation Health and Safety Act)

7. Plant Identification Labels:

The Contractor is responsible to replace or repair all plant identification labels that are removed or damaged during the execution of the works.

8. Quality Requirements:

- a) Proof of the Contractor's personnel competency in terms of Reg 18 (5 and 6) of the OHS Act is required by the Employer.
- b) The Contractor will comply with the Employer's Quality Requirements as specified in **QM58 (240-105648000)**
- c) All quality control documentation must be submitted to the Project Manager/ Employer's Representative/ Employer's Agent within 15 days after contract award, but prior to the possession date.
- d) Quality requirements for Engineering and Construction Works must be adhered to. This document is available from the Employer's Representative on request.
- e) The Contractor will comply with the Quality Requirements for the Procurement of Assets, Goods and Services as specified by Eskom.
- f) OEM manuals to be used for any clarification or information requirements

9. 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 Majuba power station waste management work instruction ENV/GEN/WI/12 and the national environmental management: waste act as amended, including its regulations.

10. Hazardous substances

If product is classified as a hazardous substance, safety brochures and an MSDS where applicable 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.

11. Environmental requirements:

The contractor will be required to ensure that all works/products/services are carried out as per the Majuba ISO 14001 environmental management system, Eskom's environmental Majuba power station environmental management requirements for contractors and suppliers' specification (ENV/GEN/SPC/01) and the national environmental management act, its subordinate acts and all related regulations.

The following environmental requirements are complied with at all times:

1. Zero liquid effluent discharge.
2. No chemicals will be dumped into the station drains or on the premises.
3. No oil or waste will be dumped in an unauthorised area or unlicensed waste site.
4. Asbestos will be handled and stored according to act 15 of 1973 (hazardous substances act).
5. 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.

12. Contractor terms and conditions of employment

- The terms and conditions of employment of contractors must be made available to the Employer before any work may commence.
- The contractor shall comply with all local and statutory labour laws (LRA, BCEA UIF etc) and agreements and shall promptly attend to any labour grievances that may arise. The Contractor shall not remunerate employees at less than the proclaimed statutory wage (Minimum Wages Act). Failure in this regard will result in non-performance and therefore immediate termination of the contract. The contract does not create any renewal expectations on either party as referred to in section 186"B" of the Labour Relations Act

12.1. Police clearance

All Contractor personnel must have Police clearance. Certificates must be handed in to the Service Manager at least 2 weeks before commencement of work. The Service Manager reserves the right to

refuse entry to all persons whose criminal records indicate that their presence on site might create an unsafe and insecure environment to Majuba Power Station. The following website can be used to guide the process. http://www.saps.gov.za/services/applying_clearance_certificate.php

12.2. Supplier Development and Localisation Requirements

The Contractor recruits 100% of all new recruits of general labour from Dr Pixley Ka Seme local municipality, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request

In an event that new recruits are not from the defined Dr Pixley Ka Seme municipality, the contractor needs to provide proof that the local municipality could not provide such individual.

The contractor needs to update the employer as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc.

The contractor submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

12.3. Transporting of Staff

The Contractor must use transportation sourced from the Dr Pixley Ka Seme local taxi association.

The Contractor remains responsible for ensuring that the require personnel are on site at the required times. The Contractor is required to submit a risk mitigation plan outlying Mitigating Steps that will be taken in the event of Strike actions that could interfere with the contractor Providing the Service as per the scope.

12.4 SMMEs

The Contractor supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available.

12.5. People - Minimum requirements of people employed

Company must be SANAS accredited or ESKOM approved as a stack tester. Proof of accreditation required

All Artisans are qualified and in possession of a valid trade test certificate plus N4 with a minimum of 2 years related experience. (Proof of qualifications required)

Specialist must have an Engineering degree with a minimum of 3 years related experience (Proof of qualifications required)

Semi-skilled personnel are in possession of a valid school senior certificate

The Contractor remunerates his employees at not less than the proclaimed statutory wage (Minimum Wages Act). Failure in this regard will result in non-performance and therefore immediate termination of the contract.

In order to fully evaluate a tender, the Contractor is to submit an organogram, which is to include the relevant skills levels.

According to the SKILLS DEVELOPMENT ACT 97 OF 1998, the following definition for Artisans and trades are emphasised:

Artisan means a person that has been certified as competent to perform a listed trade in accordance with this Act. (Definition of "artisan" inserted by section 1(a) of Act 37 of 2008)

trade means an occupation for which an artisan qualification is required in terms of section 26B. (Section 1(i) of Act 37 of 2008)

Section 26C section 2 (a) states the following – “No person, whether employed or self-employed, may hold themselves out to be qualified as an artisan in a listed trade unless that person is registered as an artisan in terms of subsection (1)”

With reference to the Act, all personnel are adequately qualified for the task to be performed. Qualifications of all staff to be submitted to the Service Manager two weeks prior to commencement of work and approval of qualifications of staff to be granted within one week of receipt of qualifications.

The Contractor submits requests to change any pre-approved staff together with proof of qualifications for approval prior to changing the staff.

Supervision

The Contractor provides Authorised Supervisor(s) in terms of the Plant Safety Regulations. The contractor trains sufficient staff to cover for leave periods as well as night shifts, if required. Training will be provided by Eskom Majuba and is done according to a schedule; thus, arrangements need to be made with the Service Manager well in advance.

Contractor to always have a supervisor on site when work is executed

12.6. Rigging, working at elevated places and with mobile equipment

- Ensure that all the necessary resources (people, materials and tools, etc.) are available.
- All who are appointed in terms of the OHS Act must be trained and made aware of their legal liabilities (16(2)'s, GMR (2)'s, etc.).
- All supervisors and drivers must be trained in the HIRA technique of risk assessment.
- Where applicable, special tools/auxiliary equipment such as tractors, trailers, cranes and any mobile equipment must be inspected and declared fit and roadworthy for the task at hand.
- Where applicable, all lifting Equipment will be tested as per the Lifting Machine regulation and be certified fit for use. The contractor Maintains records of Testing and inspection of all rigging equipment used and included the records as proof in the Contractor Safety file.
- Adequate Risk Assessments are to be conducted in advance to identify all the anticipated hazards associated with the task/activity. Special attention must be given to rigging, working at elevated places and with mobile equipment.
- Pre-job briefs to be conducted before commencement of the planned activities. The detail of the task and the details of the anticipated hazards must be explained, and mitigation measures must be understood by all.
- During task execution regular job observations by the incumbent supervisor must take place, especially where high risks had been anticipated.
- For each task/activity the relevant Procedure/Works Instruction must be current and approved.
- Where Work is performed at an elevated place the Contractor Adheres to the at Heights Procedure 32-418
- The Contractor Develops a Working at Heights plan including the working at Heights rescue plan, maintains it as a current active document and include the latest revision as proof in the Contractor's Safety file.

13. Accommodation:

The Employer does not supply accommodation. The Contractor must provide accommodation for his employees and costs for this must be included in the contract prices.

14. Messing Facilities:

The Employer does not provide meals. However, the Contractor may make use of the Tuck shop on site.

15. Medical Facilities:

Minor First Aid requirements should be provided by the Contractor. Should these prove to be inadequate, for example in the event of a major injury, the Employer's Medical Centre and facilities will be available for use.

The Employer shall be entitled however to recover the costs incurred in respect thereof from the Contractor/Subcontractor.

The Employer's Medical Services for after hours will only be available for major injuries and life-threatening injuries.

16. Scrap Removal

Scrap bins will be provided at set points. These are for scrap metal only and not for cement or any other form of debris. Scrap metal and rubber are stored in two different locations – please take note.

17. Irregularities

In accordance with Eskom's Directive "ESKADABK9 - Protecting Disclosure of Crime and Irregularities in the Workplace", you are encouraged to report any crime and irregularities in accordance with the provisions of the Protected Disclosures Act 26 of 2000 as follows:

You may direct any concerns or process related queries, in writing, to the Power Station Manager. Kindly include the following information with your concerns:

- 2.1: Enquiry or Purchase orders number (if available).
- 2.2: Date of enquiry or purchase order.
- 2.3: Name of contact person or buyer.

18. Contact details of the Power Station Manager are as follows:

Majuba Power Station
The Power Station Manager
Private Bag X9001
VOLKSRUST
2470 Mpumalanga
Fax: 017 799 3616

19. Alternatively, to disclose any concerns or process related queries you may contact:

Eskom's Corporate Investigations and Security
Phone toll free: 0800 11 27 22
Speak to a person: (011) 800 4444
Via the Internet: ciands@eskom.co.za
All information will be dealt with extreme confidentiality.

20. Abuse of alcohol and/or intoxicating substances

The Employer will test the Contractors employees for being under the influence of alcohol and/or intoxicating substances on an ad hoc basis. Please inform your employees that such behaviour is in contravention of the Occupational Health and Safety Act and your contract with the Employer.

Should this behaviour persist, you will leave the Employer with no other alternative but to review this contract.

Your co-operation in this regard is highly appreciated.

21. Assessment and Invoicing

To facilitate payment, the Contractor must ensure the following:
Invoices must be submitted using emails to invoiceseskomlocal@eskom.co.za

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
- An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
- For Foreign invoices, suppliers will send their local invoice, commercial invoice and all relevant shipping documents to the relevant Forex coordinator also in PDF format
- If there is Cost Price Adjustment (CPA) on your invoice, we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues. Kindly remember that no CPA invoice will be paid without an Eskom approved CPA calculation sheet.
- You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received you can then send the GR number to the FSS contact centre at FSS@eskom.co.za or 011 800 5060.
- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre: Tel: 011 800 5060

Payment will be made within agreed payment terms, after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom.

22. Cost Price Adjustment implementation (CPA)

If CPA is applicable, the contract manager and the contractor must confirm the increase/decrease with the QS department BEFORE the revised prices are stated on the Invoice. The QS and Contract Manager must confirm the escalation with the Financial Department before it may be implemented.

Escalation will only be applied after a 12-month period.

23. Invoice price versus order price

It is important that the value stated on the Invoice must be the same as the value stated on the Order. If the Invoice value is different from the Order value payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the Invoice, it be rectified with the Buyer BEFORE it is submitted for payment.

24. Labour

All labour laws must be adhered to.