



NEC3 Term Service Contract (TSC3)

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

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

**for Electrical Lighting, Electric fence, Testing
Inspection and Repairs of Earthing and Earth Mats,
LV/MV Cabling and Supply and delivery of spares at
Ingula Pumped Storage Scheme/Sere Wind Farm. For
5 Years**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
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C1.2b Contract Data provided by the <i>Contractor</i>	[2]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

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:

Electrical Lighting, Electric fence, Testing Inspection and Repairs of Earthing and Earth Mats, LV/MV Cabling and Supply and delivery of spares at Ingula Pumped Storage Scheme/Sere Wind Farm. For 5 Years

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [•]
	Sub total	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:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1 Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Represented by:	TBC
	Tel No:	TBC
	e-mail	@eskom.co.za
10.1	The <i>Service Manager</i> is (name):	Siyabonga Ndlovu
	Address	Ingula Pump Storage. Off De Beers Road S2819781 E2932290 Besters, Ladysmith 3371
	Tel	+27 36 342 3441

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

e-mail		ndlovusv@eskom.co.za
11.2(2)	The Affected Property is	Ingula Pumped Storage Scheme/Sere Wind Farm
11.2(13)	The <i>service</i> is	Electrical Lighting, Electric fence, LV/MV Cabling and Supply and delivery of spares Contract at Eskom Peaking Generation
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Working at heights • Driving , Offloading and Loading of TLB (Tractor-Loader-Backhoe), Equipment and spares • Biodiversity hotspot – Ingula Power Station is nature reserve. • Victimization. • Noise • Ergonomics • Electrical Testing
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	7 working days unless otherwise stated in the <i>Contract</i> Immediately for Safety Issues
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	10 working days prior to commencement of any work (task order) unless otherwise stated in the <i>Contract</i>
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	5 years ending TBC
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	After work has been performed as per <i>Employer's</i> instruction <ul style="list-style-type: none"> • Duration > month then month-end • Duration < month then completion of task order
51.1	The <i>currency of this contract</i> is the	South African Rand

51.2	The period within which payments are made is	30 days after receipt of tax invoice and copy of <i>Employers</i> assessment certificate
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. Slip and fall on uneven surfaces</p> <p>2. Working at height , moving cranes</p> <p>3.Slippy surface, Noise, Driving, Parking, Offloading and Loading</p>
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	

20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Not applicable
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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	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 of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

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 tender enquiry closing.									
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <thead> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> </thead> <tbody> <tr> <td>80%</td><td>Table B : CPI</td><td>StatsSA</td></tr> <tr> <td>20%</td><td>non-adjustable</td><td></td></tr> </tbody> </table>	proportion	linked to index for	Index prepared by	80%	Table B : CPI	StatsSA	20%	non-adjustable	
proportion	linked to index for	Index prepared by									
80%	Table B : CPI	StatsSA									
20%	non-adjustable										
		1.00									
		The proposed CPA index is Consumer Price Index (CPI), where 20% will be fixed from the 2 nd year of contract and 80% subject to escalation from the 2 nd and Subsequent year of contract.									
		Suppliers are welcome to propose alternative CPA formula appropriate to the contract and indicate such on forms attached in the Invitation to Tender (refer Annexures E or F whichever is applicable).									

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	Listed Below	
	i		
		Low Service Damage Description	Value Of Low Service Damages
		Service / repair delaying outage critical path	1% of fixed Task order value per day
		Service / repair not completed as per agreed program	0.5% of fixed Task order value per day
			Limit Of Low Service Damage
			Limited to 10% of task order service value / task order value for ad-hoc service
			Limited to 10% of task order service value / task order value for ad-hoc service
X18	Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right. 	

X18.5	The <i>end of liability date</i> is	12 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	10 days of receiving the Task Order unless otherwise stated in the Contract
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with

this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

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

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

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

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or

service to unlawfully or illegally influence the actions of an Affected Party,

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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Z13 Nuclear Liability

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

Z14 Asbestos

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

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

Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

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

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

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

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R
C	Target contract with price list
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in

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>	[11•]

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed 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*

Labour Service/Maintenance of electrical LV/MV cabling (For 5-year contract)

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Safety file& Induction	Year	5		
2	Normal working time per day				
2.1	Labour (Technician)	H	1		
2.2	Artisan	H	1		
3	Testing and Lifting equipment				
3.1	Cable Testing Equipment-(High Voltage Test Set, Pr33d/Ph3 Digital Phasing Unit, Hvsg1100-32 Surge Generator 32kv 1100 Joules, Ult5060 Cable Pin pointer – Listening Set, Trolley HVSG1100-32, Multimeter and Insulation resistance tester).	H	1		
3.2	Equipment for hire Per day				
3.2.1	TLB	P/day	1		
3.2.2	Crane	P/day	1		
3.2.3	Cable rollers	P/day	1		
3.2.4	Compacting wacker	P/day	1		
3.3	Artisan toolbox full set.	H	1		
3.4	Backfilling manual tools (garden spade, garden pick/mattock)	H	1		
4	Transport R/Km	R/Km	1		
5	Accommodation Per/night	P/N	2		
6	Overtime/Callout (Saturday/Sunday, Public Holiday)				

6.1	Technician (Saturday x1,5)	H	1		
6.2	Artisan (Saturday x1,5)	H	1		
6.3	Technician (Sunday/PH x 2)	H	1		
6.4	Artisan (Sunday/PH x 2)	H	1		
6.5	Spares for defect correction	Each			

The total of the Prices

Labour Service/Maintenance of electrical fence (For 5-year contract)

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Safety file& Induction	Year	5		
2	Normal working time per day				
2.1	Labour (Technician)	H	1		
2.2	Artisan	H	1		
3	Testing and Calibration equipment				
3.1	Testing Equipment (High Voltage Test Set, Multimeter, Fault/Zone locator, BS017 Energy/HT meter, fence/Voltage tester and Insulation resistance tester).	H	1		
3.2	Equipment for hire				
3.2.1	TLB	P/day	1		
3.2.2	Crane	P/day	1		
3.2.3	Cable rollers	P/day	1		
3.2.4	Compacting wacker	P/day	1		
3.3	Artisan toolbox full set.	H	1		

3.4	Backfilling manual tools (garden spade, garden pick/mattock)	H	1		
4	Transport R/Km	R/Km	1		
5	Accommodation Per/night	P/N	2		
6	Overtime/Callout (Saturday/Sunday, Public Holiday)				
6.1	Technician (Saturday x1,5)	H	1		
6.2	Artisan (Saturday x1,5)	H	1		
6.3	Technician (Sunday/PH x 2)	H	1		
6.4	Artisan (Sunday/PH x 2)	H	1		
6.5	Spares for defect correction	Each			

The total of the Prices

Appendix A : List of Lighting Spares

No	Material Number	Description	Unit	Quantity	Rate	Price
1	108725	SADDLE PIPE:20 MM;STL GALV;SPACER BAR	EA	300		
	0740272	SENSOR:C-BUS 360 DEGREES;15-36V DC	EA	100		
2	136269	GLAND CBL:COMPRESSION;NO 2	EA	300		
3	145248	WIRE ELECT:PANEL;0.5 MM2;WHITE;1 STRAND	M	900M		
4	146046	GLAND CBL:NO 1;COMPRESSION	EA	300		
5	146250	LAMP HID:MERCURY VAPOUR;130 V;250 W;E40	EA	500		
6	146360	LAMP HID:HIGH PRESSURE SODIUM;230 VAC	EA	500		
7	146789	LAMP:PROJECTOR;100 W;12 V;SCREW IN;CLEAR	EA	9		
8	171384	CABLE ELECT:22 KV;3C;CU;50 MM2;GS WIRE;A	M	900M		
9	171528	LAMP HID:NAV-E HP SODIUM;220 VAC;100 W	EA	500		
10	173790	WIRE ELECT:SINGLE CORE;1.6 MM2;ORANGE	M	900M		
11	175648	KIT TERM:3C;22 KV;95-185 MM2;12.7/22 KV	EA	9		
12	175783	CONNECTOR:SEP SCR CBL 1 22 KV 70-185	EA	9		
13	179496	KIT TERM:3C;TRIFURCATING SCR;70-185 MM2	EA	9		
14	180200	KIT CABLE JOINT:3C;22 KV;50-120 MM2;XLPE	EA	9		
15	182608	ARRSTR SRG:DX;22 KV;1;31 MM;MOV	EA	12		
16	216939	LAMP FLUOR:ENERGY SAVER;11 W;220 V;ES	EA	500		
17	219930	INSUL:L/POST CU COMP 22kV 10kN HVH;22 KV	EA	9		
18	247558	LAMP FLUOR:18 W;220 V;4 PIN;WHITE	EA	500		
19	400639	CABLE ELECT:1 KV;4C;CU;35 MM2;STL WIRE	M	1500M		

20	404427	CONN LUG:CRIMP CU 16.0SQxM12 F/H;16 MM2	EA	500		
21	404766	CABLE ELECT:1 KV;4C;CU;16 MM2;STL WIRE	M	1500M		
22	517755	WIRE ELECT:1.5 MM;BLACK	M	1500M		
23	517758	WIRE ELECT:1.5 MM;BROWN	M	1500M		
24	527746	KIT CABLE JOINT:1C;11 KV;16- 35 MM2;ABC	EA	3		
25	543643	SADDLE PIPE:25 MM;GALV;SPACE BAR	EA	100		
26	545735	LAMP FLUOR:TUBE;58 W;220 V;BI-PIN;LG 5	EA	500		
27	609143	UNIT CTRL:AUTOMATIC CHANGE OVER;220-240	EA	500		
28	609152	LAMP HID:HPS;220 V;150 W;E40;WHITE	EA	500		
29	609153	LAMP HID:HPS;220 V;70 W;E27;WHITE;LG 155	EA	500		
30	609154	LAMP FLUOR:ENERGY SAVER;9 W;220 V;LG 165	EA	500		
31	609155	LAMP HID:TUBULAR;220 V;150 W;E40;CLEAR	EA	500		
32	611079	CABLE ASSY:OVERLOAD;7 MM;LG 2.4 M	EA	50		
33	611088	GLAND CBL:END FEED;M40;PLASTIC;177 MM	EA	100		
34	612818	CNTRLR ELECTRNC:5080CT2;15-36 VDC;WALL	EA	100		
35	622292	CONN LUG:NON-INSULATED;6 MM2;12 MM;RNG	EA	100		
36	622293	CONN LUG:NON- INSULATED;16 MM2;5 MM;RNG	EA	100		
37	622299	CONN LUG:NON- INSULATED;16 MM2;12 MM;RNG	EA	100		
38	622300	CONN LUG:NON- INSULATED;25 MM2;8 MM;RNG	EA	100		
39	622305	CONN LUG:NON- INSULATED;35 MM2;12 MM;RNG	EA	100		
40	622306	CONN LUG:NON- INSULATED;50 MM2;16 MM;RNG	EA	100		

41	622307	CONN LUG:NON-INSULATED;70 MM2;8 MM;RNG	EA	100		
42	622308	CONN LUG:NON-INSULATED;95 MM2;10 MM;RNG	EA	100		
43	622496	SWITCH:WSW102;2 WAY;250 V;10 A;1NO 1NC	EA	100		
44	622500	PLUG:81382;3 PIN PLUS GROUND SOCKET	EA	100		
45	622580	CONN LUG:NON-INSULATED;35 MM2;8 MM;CU;NO	EA	100		
46	622581	CONN LUG:NON-INSULATED;70 MM2;10 MM;RNG	EA	100		
47	624683	LAMP:ENERGY SAVER;9 W;220 V;G23; BI PIN	EA	500		
48	636658	LIGHT, INDICATING:CROSS;220 VDC;20 MA	EA	100		
49	644921	SOCKET ELECT:OUTLET;3;250 V;2P+E;CL 2;16	EA	100		
50	666931	CAPACITOR:RBR AC/DC;20 MF;240 V;6 MM	EA	500		
51	666994	BALAST LMP:ELECTRONIC;230 VAC;1;58 W;T8	EA	500		
52	667010	STARTER LAMP:IGNITOR;220-240 V;35-400 W	EA	100		
53	670444	LAMP FLUOR:TUBE;54 W;220 V;MEDIUM BI PIN	EA	500		
54	671008	LAMP FLUOR:TUBE;14 W;230 V;T5;COOL WHITE	EA	500		
55	675101	BALAST LMP:HIGH PRESSURE;230 V;1;3 A;250	EA	500		
56	675106	BULB:400 HIGH PRESSURE SODIUM LAMP	EA	500		
57	675191	FLDLIGHT:FLOODLIGHT;SQ46 X HT 18.5 CM	EA	50		
58	676426	BULB:ELLIPTICAL;150 MM;GLASS	EA	500		
59	676435	BALAST LMP:HIGH PRESSURE SODIUM;230 V;1	EA	500		
60	676622	SWITCH PHTelec:DAYLIGHT;5 > 200 LX;8 A	EA	100		

61	676624	SOCKET ELECT:WATER PROOF SWITCH OUTLET	EA	100		
62	678552	UNIT CTRL:EMERGENCY;230 VAC;I/P 250 VAC	EA	500		
63	679075	BULB:HPS LAMP 100W	EA	500		
64	687633	LAMP FLUOR:T8/G13;18 W;220- 240 VAC	EA	500		
65	690636	CABLE ELECT:12.7/22 KV;3;COPPER;ARMOURED	M	900M		
66	693107	LUG:GMN485079P0034;CABLE 10-16;COPPER	EA	100		
67	693679	BALAST LMP:FLUORESCENT;230 V;1;0.67 A;58	EA	100		
68	693924	STARTER LAMP:FLUORESCENT;220-240 V;4-65	EA	500		
69	693927	JNCTON BX ASSY:J3 YOKE;175 X 125 X 75 MM	EA	50		
70	693928	JNCTON BX ASSY:PVC ENCLOSURE;PVC;SURFACE	EA	50		
71	694556	BALAST LMP:FLUORESCENT;220/240 V;2;0.5 A	EA	500		
72	694909	SWITCH:CRABTREE;230 V;16 A;2 LEVER;16 A	EA	100		
73	694910	SOCKET ELECT:CRABTREE;3 PINS;230 V;16 A	EA	100		
74	697588	BALAST LMP:FLUORESCENT;220/240 V;2;18/36	EA	500		
75	698201	WIRE ELECT:HOUSING;16 MM;BROWN;ROUND;PVC	M	1500M		
76	698269	BALAST LMP:CFL BULB;220- 240 V;1;0.075 A	EA	500		
77	704064	BALAST LMP:ENERGY SAVER;220-240 V;1;18 W	EA	500		
78	706300	ISO:440 V;32 A;30 KA;SWITCHING;EXTERNAL	EA	100		
79	706303	BULKHEAD:B40 HID;271 X 410 X 198 MM	EA	500		
80	707715	BULKHEAD:LIGHT;WD 283 X LG 162 X HT 140	EA	500		
81	709536	BALAST	EA	500		

		LMP:FLOURESCENT;220-240 V;2;0.52				
82	709718	CABLE:POWER;1.5 MM2;LG 100 M;COPPER WIRE	M	1500M		
83	709719	LAMP FLUOR:TUBE;8 W;220 V;2 PIN;LG 288	EA	500		
84	710099	CABLE ELECT:1000 V;1;366 X 0.41 MM;PVC	M	900M		
85	710123	CABLE ELECT:825 V;1;TR 75-2;120 MM2;PVC	M	900M		
86	710125	CABLE ELECT:1000 V;1;COPPER;16 MM2;40-85	M	900M		
87	710126	CABLE ELECT:1000 V;1;COPPER;16 MM2;110 A	M	900M		
88	710129	CABLE ELECT:1000 V;4;COPPER;2.5 MM2;PVC	M	900M		
89	710131	CABLE: PANEL;16 MM2;LG 20 M	M	900M		
90	710132	CABLE ELECT:1000 V;4;COPPER;2.5 MM2;PVC	M	900M		
91	710150	LUG:HEX;35 X 10 MM;STAINLESS STEEL;60 A	EA	100		
92	710151	LUG:HEX;120 X 10 MM;STAINLESS STEEL;200	EA	100		
93	710152	LUG:HEX;70 X 16 MM;STAINLESS STEEL;125 A	EA	100		
94	710154	LUG:HEX;16 X 10 MM;STAINLESS STEEL;60 A	EA	100		
95	712448	LAMP FLUOR:TWO PIN;18 W;220-240 V;G24D	EA	500		
96	712449	LAMP FLUOR:FOUR PIN;18 W;220-240 V;CFL	EA	500		
97	719934	LAMP LED:200 X 25 MM;INDOOR;230 VAC	EA	500		
98	724793	LIGHT:LED STREET LIGHT MULTILED;50 W;36	EA	500		
99	724794	BATT STORG:LITHIUM;12 V;81 AH;LIFEPO4;11	EA	100		
100	724796	INVERTER:PURE SINE WAVE;3000 W;240 VAC	EA	15		
101	724817	CNTRLR ELECTRNC:MPPT SOLAR CHARGE;60 V	EA	100		
102	724826	PANEL, SOLAR:RECTANGULAR;48 V;180 W;72	EA	100		
103	726466	CAPACITOR:FIXED;0.47 UF;UN 2800V DC/1700	EA	500		
104	729672	LAMP:HALOGEN LAMP;575 W;240 V;CLEAR	EA	500		
105	729676	LAMP:LED MAGNET	EA	500		

		RETROFIT;18 W;230 V				
106	729677	CABLE ELECT:36 KV;4;COPPER;35 MM2;35 M2	M	900M		
107	731357	LAMP LED:B40-PLATED-LG- 75W-LED;82,5 W	EA	500		
108	731360	CAPACITOR:LIGHTING;20 UF;250 VDC;94,30;1	EA	500		
109	731361	BALLAST:ELECTRONIC;1 ACRE T5 LAMP 1 X 14 WATTS 5L-14E INPUT SUPPLY:220-240 V AC @ 0.07A	EA	500		
110	731552	LAMP INCNDCT:ENERGY SAVING LED;9 W;220 V	EA	500		
111	732408	CABLE & CND ASSY:FLEXI CABLE;50 MM;LG 50	M	900M		
112	15134	BALAST LMP:FLUORESCENT;1;65 W	EA	500		
113	108725	SADDLE PIPE:20 MM;STL GALV;SPACER BAR	EA	100		
114	136269	GLAND CBL:COMPRESSION;NO 2	EA	100		
115	145248	WIRE ELECT:PANEL;0.5 MM2;WHITE;1 STRAND	M	900M		
116	146046	GLAND CBL:NO 1;COMPRESSION	EA	100		
117	146250	LAMP HID:MERCURY VAPOUR;130 V;250 W;E40	EA	500		
118	738498	LAMP INCNDCT:ENERGY SAVING LED;9 W;220 V	EA	500		

The total of the Prices

Appendix B List of Lighting Spares

No.	Material Number	Description	Unit	Quantity	Rate	Price
1)	147039	BULB LED 267:150W; E40;50/60Hz;230V	EA	100		
2)	254800	LAMP: CFLi; B22d; ENERGY SAVER;14W;230V	EA	250		
3)	644921	SOCKET ELECT: OUTLET;3 PIN;230V;2P+E; CL2;16A	EA	250		
4)	637639	DAY-NIGHT:	EA	50		

		SENSOR;25A;220V/AC-240V/AC				
5)	221245	BATTERY: RECHARGEABLE LEAD ACID ;12V/7AH	EA	100		
6)	625778	LAMP LED: ENERGY SAVING LED;9W;230V	EA	250		
7)	679873	INVERTER: PURE SINE WAVE;1000W;12VDC TO 240VAC	EA	2		
8)	216941	LAMP: CFLi; E27; ENERGY SAVER;14W;230V	EA	250		
9)	732488	LAMP LED: A60; E27;6W;230V	EA	250		
10)	618196	LAMP: CFL G630; G24q-3; FOUR PIN;26W; ENERGY SAVER	EA	250		
11)	628267	LAMP: CFL G37; G23; TWO PIN;9W; ENERGY SAVER	EA	250		
12)	219018	LAMP: CFLi; B22; ENERGY SAVER;14W;230V	EA	250		
13)	687918	LAMP: FLUOR LED; T8/G13;18W;220-240VAC	EA	250		
14)	736653	BATT STORG: LITHIUM;12V;81AH	EA	5		
15)	682413	1LEVERLIGHT SWITCH ;4X2; WHITE;240V/AC;16A	EA	100		
16)	687918	LAMP: FLUOR LED BASEHOLDER; T8;2-PIN	EA	100		
17)	622500	PLUG:81382;3 PIN PLUS GROUND SOCKET	EA	100		
18)	692375	WIRING INFRARED BEAMS;12- 24VDC/AC; PCT21Ma	EA	20		
19)	634898	FLOOD LIGHT LED DAY/NIGHT SENSOR;50W;165V/AC- 265V/AC	EA	20		
20)	681238	2LEVERLIGHT SWITCH;4X2; WHITE;240V/AC;16A	EA	100		
21)	642424	DOWNLIGHT LED;7W; GU10;220V/AC-240V/AC	EA	250		
22)	682407	3LEVERLIGHT SWITCH;4X2; WHITE;240V/AC;16A	EA	100		
23)	559628	LED FLUOR FITTING OPEN CHANNEL;2PIN; T8;1.5M	EA	50		
24)	706237	CENTURION SLID GATE	EA	5		

		D10;220V/AC;24V/DC				
25)	692184	CENTURION D10 CONTROLLER	EA	5		

The total of the Prices

C3.1: EMPLOYER'S SERVICE INFORMATION

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3 Description of the service

3.1.1 Introduction

Ingula Pumped Storage Scheme/Sere Wind farm management decided to establish a long-term agreement for the supply of the power Station's strategic, critical, and operational plant spares. For the plant to operate effectively and efficiently, maintenance must be performed at intervals as per plant maintenance strategies. Correct plant spares and adequate maintenance/services are required to ensure plant availability and reliability. The identification of spares and service required have been done according to the information available at the time of the compilation of this document.

Employer's requirements for the service

3.1.3 Scope of work

The scope of work specifies the required spares and services to be provided by the Supplier and conditions for acceptance. The scope includes electrical lighting, electric fence, Testing Inspection and Repairs of Earthing and Earth Mats, LV/MV cabling and supply and delivery of spares. Moreover, this document serves as a guideline to enable the potential Supplier to compile and submit their tender for the required services.

3.1.4 Purpose

The purpose of this document is to ensure and outline all electrical spares and services are being procured by Ingula Pumped Storage Scheme/ Sere Wind farm are correct. In addition to the supply and delivery of spares, technical support services will be provided by the Supplier and ensure that skills is transferred to Eskom personnel while the plant is kept in good operating condition.

3.1.5 Applicability

This scope is applicable to Ingula Pumped Storage Scheme and Sere Wind farm, as well as other Peaking OU sites (under exceptional circumstances).

3.1.6 Effective date

This document will be effective from the date of its authorisation.

3.2 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

3.2.1 Normative

[1] ISO 9001- Quality Management Systems

- [2] 240-76960420- Guideline for Spares Procurement Technical Evaluation and Quality Inspection
- [3] 32-1033 - Eskom Procurement and Supply Chain Management Policy
- [4] 32-1034 - Eskom Procurement and Supply Chain Management Procedure
- [5] 474-132 - GBE Plant Engineering Baseline Change Management
- [6] Public Finance Management Act 1 of 1999.
- [7] The Preferential Procurement Policy Framework Act 5 of 2000.
- [8] 240-62072907 The Eskom Delegation of Authority Policy.
- [9] The Broad-Based Black Economic Empowerment Act 53 of 2003, including the Broad-Based.
- [10] Black Economic Empowerment Regulations, 2016.
- [11] Preferential Procurement Regulations 2017.
- [12] National Treasury Regulations (to the extent as indicated in the regulations
- [13] National Treasury Standard for Infrastructure Procurement and Delivery Management (NT prescription for Infrastructure Procurement).
- [14] National Treasury Regulations (Contract Management Framework).
- [15] Promotion of Access to Information Act 2 of 2000 (PAIA).
- [16] The Companies Act, 2008 and including the Companies Regulations, 2011.
- [17] 32-173 Conflict of Interest Policy.
- [18] 32-527 The Eskom Code of Ethics Standard.
- [19] 240-81328492 Eskom Value Standardisation and Cataloguing Procedure.
- [20] Prevention and Combating of Corrupt Activities Act 12 of 2004.
- [21] B-BBEE Codes of Good Practice of 2013.
- [22] 240-113650212 Eskom Supplier Integrity Pact.

3.2.2 Informative

- [23] ISO 9000 Quality Management System – Fundamentals and Vocabulary
- [24] 32-727 Safety, Health, Environment, and Quality (SHEQ) Policy
- [25] Generation Plant Engineering Life Cycle Planning/Strategic Report for Direct Current Systems 2014: 474-10053
- [26] 240-62196227 Eskom Life Saving Rules
- [27] Occupational Health and Safety and Regulation No 85 of 1993
- [28] Directive: Consolidated COVID 19 Direction on Occupational Health and Safety Measures in Certain Workplaces
- [29] 32-225 Declaration of Interest Procedure
- [30] 32-727 SHEQ Policy
- [31] 32-1303 Execute Maintenance Work PCM
- [32] 32-1304 Manage Maintenance Work PCM

- [33] 32-1205 Eskom Maintenance Policy
- [34] 240-53717264 Tender Office Standard.
- [35] Eskom's Integrity Pact with Supplier

Interpretation and terminology

3.3 Definitions

Definition	Explanation
Supplier	Contractor contracted to provide a specific spares & documentation to Ingula Pumped Storage Scheme/ Sere Wind farm.
Employer	Eskom Peaking, Ingula Pumped Storage Scheme/ Sere Wind farm.
Employer Representative	Any person appointed in writing by Employer as the delegated Employer representative in terms of the provisions
Plant	Any structure, machinery, apparatus, or equipment which does not fall within the scope of the operating regulations for high voltage systems, and excludes, mobile, portable lifting equipment, domestic circuits' appliances, and tools.

The following abbreviations are used in this Service Information:

3.3 Abbreviations

Abbreviation	Meaning given to the abbreviation
BOQ	Bill of Quantities
DCF	Data Capturing Form
EMD	Electrical Maintenance Department
ITP	Item Test Plan
PCM	Process Control Manual
PTM	Protection Testing and Metering (Department)
QC	Quality Control
QCP	Quality Control Plan
SAP	Systems, Applications and Programmes Software
SOW	Scope of Work
A	Ampère
ESKOM	Electricity Supply Commission
LV	Low Voltage
MV	Medium Voltage
PI	Polarization Index
IR	Insulation Resistance

3.5 Roles and responsibilities

3.5.1 Supplier:

- a. Provide a quotation for each listed item in Appendix A and B as part of tender deliverable.
- b. Supply and deliver spares as requested by the Employer.
- c. Provide technical support services as requested by the Employer.
- d. Confirm correctness of the supplied spares information.
- e. Provide spares technical information.
- f. Timeously inform the Employer of any delays or when outstanding or additional information from the Employer is required.
- g. Ensure that a quality product is delivered/correct spare is supplied (technical datasheets and/or product brochures).
- h. Ensure that every effort is made to keep to the agreed program and plan.
- i. Provide Materials Management with populated DCFs for cataloguing of spares and record keeping.
- j. Provide resources (manpower, special tools, equipment, spare etc) to execute maintenance/services of Electrical Lighting, Electric fence and LV/MV Cabling.
- k. Supply all the necessary test sheets/results, where applicable
- l. Invite the Employer or representative thereof three (3) working days in advance for witness/hold points, if applicable, as agreed
- m. All Supplier employees entering site complies with Eskom's policies and site regulations, adherence to Eskom's Life Saving Rules, adherence to Generation Occurrence Management Procedure, Smoking Policy, zero tolerance on alcohol usage, etc. These requirements will be detailed during the induction training process.
- n. Ensure that all staff brought onto site in connection with this SOW should be able to fluently speak, understand and write in English language.
- o. The Supplier ensures that all staff brought to site have a valid fitness certificate based on the specified plant man-job specification.
- p. Provide classroom and on-job training to the Employer.
- q. Provide own Personal Protective Equipment (PPE).
- r. Provide SHERQ training requirements to their employees.
- s. Respond to planned and unplanned maintenance.
- t. Compile and submit work procedures/packages, quality control plans and execution timeline (project plan) for all work to be performed in the plant.

3.5.2 Employer: Technical Support & Engineering

- a. Compile and submit scope of work with technical specifications.
- b. Performs Quality Control of all spares upon delivery and execution of maintenance work on Employer premises.
- c. Ensure that the Works Information is in accordance with Eskom policies and procedures.
- d. Provide all necessary information to assist in spares and technical support services procurement.
- e. Participate in technical evaluation of the tender documents.

- f. Assist with the preparation of all the reports to different tender committees, where applicable
- g. Provide technical assistance to Maintenance, Materials Management and Procurement Departments during the execution of this Works Information
- h. Provide Materials Management with populated DCFs for cataloguing of spares and record keeping.
- i. Ensure that all work performed in the plant have work orders and such work is managed according to Process Control Manual (PCM) 32-1303.
- j. Conduct first line maintenance upon failure.
- k. Provide access to plant and Responsible Person (RP) as stipulated in the Plant Safety Regulations (PSR) and Operating Regulation High Voltage System
- l. Schedule and provide work orders for all work to be executed by the Service Provider.
- m. Raise defect notification for any abnormalities identified in the plant.

3.5.3 Employer: Materials Management

- a. Catalogue the spares after completion of DCFs.
- b. Confirm that the information supplied by the engineer is enough for cataloguing.
- c. Perform QC on all submitted DCFs.
- d. Make provision for storage of procured spares.
- e. Work together with engineering and maintenance when accepting spares into stores.

3.5.4 Employer: Procurement Department

- a. Perform all procurement processes outlined in this Works Information
- b. Issue invitation to tender to the Supplier.
- c. Supply engineering with Supplier information for sole source justifications, where applicable.
- d. Set up clarification meetings between Supplier and Employer
- e. Act as communication link between Supplier and Employer
- f. Ensure all necessary payments are processed timeously and keep record thereof.
- g. Arrange technical evaluation sessions.
- h. Compile and present mandate to negotiate and arrange negotiation meetings when required and give feedback to relevant tender committee.
- i. Keep record of all tender documentation

3.6 Process for Monitoring

This document will be monitored through Eskom document management process. The documents shall be audited if and when required for relevance.

3.7 Related/Supporting Documents

None

4. Works Information

The Power Stations are a 24-hour day business and therefore supply of spares and service is essential to ensure safe and reliable business continuity.

4.1 Description of the works

4.1.1 Supply and delivery of lighting spares

The scope entails the supply and delivery of spares with technical specifications detailed in a spares list (BOQ) that is included herein and attached as Appendix A and B. The following are the Supplier's requirements:

- a. The Supplier ensures that the correct spare is supplied and will replace or be liable for damage at his/her cost if the incorrect or defective spare/s is supplied. The costs may include, but not limited to, repairs and/or replacement of a defective or incorrect spare.
- b. The Employer's (i.e., Eskom Holdings SOC) acceptance of delivered spare/s does not absolve the Supplier of the liability to supply the correct and/or defect free spare.
- c. The *Supplier* may, at the *Employer's* discretion, be given access to the plant to verify the information of the installed spare.
- d. The spare must be the same (e.g., same Part Number) as specified on this works information and the part number will also be used to perform quality control checks.
- e. If *Supplier* is not the OEM, the *Supplier* must be certified by OEM to supply spares to ESKOM.
- f. The *Employer* may at his/her discretion make the *Employer's* Engineer or employees or *others* made available to the *Supplier* for the purpose of soliciting additional information or verifying information as the need arises.
- g. The *Supplier* supply any additional information such as brochure, general arrangement drawing, test certificates, detailed specification, etc.
- h. The *Supplier* supply preservation and storage procedure(s) as part of the tender deliverables
- i. Estimated Spare Quantities to be Procured over five-Year Period", indicated by the Employer in the Appendix A and B as one of the table subheadings, is the estimated number the Employer may require the Supplier to supply over the contract period. The Supplier may only supply the quantity as specified by the Employer in the specific order instruction.
- j. If deemed necessary, the Employer may subject the Supplier to a quality assurance assessment at the Supplier's or sub-Supplier's premises as part of the technical evaluation or before the contract placement or at any time during the contract period.
- k. Complete price breakdown must be supplied with the quotation and must include the cost of transport to Ingula Power Station and Sere. The quotation will be based on items listed in Appendix A and B and there should be a similar one compiled for populating the items' individual DCF's. Methodology use to quote for transportation of procured items should be defined and quantified.
- l. Spares will be opened for inspection, counting and quality control check at the Employer's stores.
- m. The Employer has provided the Bill of Material table and copies of individual spares DCF's to assist the Supplier to meet the requirements of the Work to be performed by the Supplier.

- n. Where the DCF has already been fully or partially populated by the Employer, the Supplier to verify the correctness of the information and complete partially populated DCF's.
- o. The Employer may make clarification sessions available to either prospective Supplier(s) to further assist the prospective Supplier/s to meet the requirements of the Work to be performed by the Supplier.

Where the *Employer* has entered into a National Framework agreement for the supply of any listed items in Appendix A and B before this contract is in place, those items must not form part of the contract.

The following items will be required as tender deliverables and the *Supplier* be evaluated on them:

- a. Use Appendix A and B to compile a quotation for the tendered items/components. A similar table be developed by the *Supplier* to supply quotation for populating individual DCF's. The quotation should include transportation costs as stipulated above.
- b. Confirmation that the *Supplier* is the original manufacturer or approved distributor of the items tendered for. Confirmation should be provided in written correspondence or certification of approval as a distributor.
- c. Confirmation that the items to be supplied will be the same as the items listed in Appendix A and B. Items different from the required spares will only be accepted where the item is approved similar. The *Supplier* must inform the *Employer* in writing as part of the tender deliverables to indicate proposed alternative spares. The *Employer* to be provided with all technical information on the proposed alternative spare to approve the alternative spare as acceptable. Similar spares to be interchangeable with original spares and any modifications required when installing the alternative spare to be indicated to the *Employer*.
- d. Confirmation that the *Supplier* populate all DCF's for the tendered items. In instances where not all fields of the DCF can be populated, the *Supplier* request the *Employer* for approval to submit an incomplete DCF. The *Employer* reserves the right to reject any populated DCF if the information is not deemed sufficient. More details required with the DCF's are outlined in section 4.2 below
- e. The *Supplier* provide the preservation procedures for all the items tendered for. These includes handling, storage, and transportation procedures. Group preservation of similar items is acceptable. The procedures may be supplied after order placement. However, confirmation must be provided as a tender deliverable.
- f. The *Supplier*'s proven track record in supplying listed items or similar items to be sourced to ensure that the *Supplier* can supply the items. It is also required that there be technical expertise on the said components to ensure proper diagnosis of any faults that may be experienced on the tendered components.
- g. *Supplier* to notify the *Employer* about the warranty periods for all tendered components/items and the time it will take to deliver the items from the date of order placement.
- h. *Supplier* to provide data sheets for all tendered spares as part of the tender documentation. The data sheets to be comprehensive enough to give all relevant information that describe a product.
- i. The *Supplier* provides shelf-life duration for all tendered items.

4.1.2 Service/Maintenance of electrical LV/MV cabling

- a. This service may be outsourced, and prices will be at market value plus fee.
- b. Supply, delivery, installation, repairs, fault finding, testing, tracing, commissioning & de-commissioning of MV & LV electrical cables, cable accessories, cable joints, cable terminations, cable racks, cable trunkings, DIN-RAIL, conduits, trenching, cable route markers, earthing on "as and when required basis".
- c. Investigate, identify and report potential plant failures.
- d. Recommend actions, modifications, and system process changes.
- e. Participate in investigations as and provide technical report as and when required.
- f. Install new cabling upon plant modifications (including technical projects).
- g. Conduct maintenance of earthing, cableways for debris, cable supports, cable crutches, joints and glands, cable tunnels, racks and supports, overhead lines, insulators, isolators and pole mount equipment.
- h. Conduct mandatory electrical tests for all electrical cables 22kV, 18kV, 3.3 kV, 400V, 220V, 110V & 24V installed on site. The test results must be within the specification and the Employer must accept the result before any work can continue.
- i. All cables, cable accessories, cable joints, terminations and cable racks to be supplied and installed in accordance with the Eskom Standard - 240-56227443: Requirements for Control and Power Cables for Power Stations Standard.
- j. Maintain and issue all legal required certification to ensure compliance, e.g., Certificate of Compliance.
- k. Render Master Installation Electrician services.
- l. Conduct cable fault location, excavation, back filling for cable installation and repairs.
- m. This service includes all projects, outage work, routine maintenance, repairs, structural repairs, inspections & cleaning, support services, emergency breakdown services, statutory inspections and defect correction during normal and abnormal condition or operation, to ensure the integrity of the installed cabling system and power circuits.
- n. Any cable more than 10m long that is removed by the *Supplier* must be communicated to the Supervisor or his delegate to obtain information about storage or disposal of that cable.
- o. The *Supplier* compiles drawings where necessary and these to be in accordance Eskom requirements. Recommended drawings must be submitted to Eskom engineering form approval.
- p. Provide lifting mobile services for the purpose of executing maintenance if required, e.g., crane, TLB, fork lift etc.

Service/Maintenance of electrical fence.

- a. Conduct planned and unplanned maintenance.
- b. Installation, interchanging and removal of equipment related to electrical security fence.
- c. Conduct fault finding and repairs on electrical security fence (electrical, mechanical and civil structures).
- d. Conform to all statutory, mandatory legislation and site regulations.

- e. Ensure that the electrical security fence is energized at all times and respond to defects immediately.
- f. Provide spares at market value plus fee.
- g. Execute visual inspections, testing (calibration/measurements) according to IEC 60335-2-76, commissioning and removal of weeds and vegetation around the fence.
- h. Provide special tools and equipment to render all services on the electrical security fence.
- i. Conduct investigations and provide technical report.
- j. Conduct planned and unplanned lighting maintenance around electrical security fence.
- k. Maintain and issue all legal certification, service report and test results.

Testing Inspection and Repairs of Earthing and Earth Mats,

- a) Conduct planned and unplanned maintenance on earthing and earth mats.
- b) Installation, interchanging and removal of equipment related to earthing and earth mats.
- c) Conduct fault finding and repairs on earthing and earth mats (electrical, mechanical and civil structures).
- d) Conform to all statutory, mandatory legislation and site regulations.
- e) Ensure that all earthing and earth mats defects are corrected immediately.
- f) Provide spares at market value plus fee.
- g) Execute visual inspections, testing and correction of defects.
- h) Provide special tools and equipment to render all services on earthing and earth mats.
- i) Conduct investigations and provide technical report.
- j) Maintain and issue all legal certification, service report and test results.

4.2 Documentation

The following are the *Supplier's* requirements:

- a. The *Supplier* will supply any additional information such as brochure, general arrangement drawing, certificates, detailed specification, data sheet, Settings Document for programmable electronic cards, test results, service reports etc.
- b. The *Supplier* provides the *Employer* with additional spares information and verifies information required in the attached data capturing forms (DCF).
- c. The *Supplier* provides preservation and storage procedure/s, where applicable.
- d. The *Employer* may make clarification sessions available to either prospective *Supplier/s* to further assist the prospective *Supplier's* to meet the requirements of the supply scope delivered by the *Supplier*.

4.3 Quality and Documentation Control

- a. During the tender process a quality criterion will be defined that the *Supplier* must comply to.
- b. The *Supplier* ensures that any witness, hold, and inspection points are strictly adhered to.
- c. All Quality References and Standards as stipulated in this document will be adhered to.
- d. The *Supplier* to comply with the *Employer's* quality documentation management system and processes.
- e. All maintenance work executed must have quality control plans and detail work package.

4.4 Management and Reporting

- a. The *Supplier* to be represented at any ad-hoc meetings that may arise to address any scope and safety related matters.
- b. Liaison meetings be held with the Employer's Representative or his/her delegate on as and when required basis to discuss any technical details, or concerns.

4.5 Emergent work and Callouts

- a. The *Supplier* must respond to urgent maintenance services within four(4) hours upon receiving a call from the Employer's control room or Employer's representative.
- b. Recommendations may be provided virtually to Eskom representative during fault finding or repairs to minimise the standing time.

4.6 Acceptance of Spares

4.6.1 Spares Identification

- a) Appendix A and B herein and attached to this document is a list of all the spares to be procured under this SOW. This list corresponds to the provided electronic copy of the DCF's or SAP Specification Printout that contain more information about the required spares.
- b) Each spare is identifiable by means of an Eskom SAP Material number (as is used in the Power Station), part description, OEM and/or OEM part number.

4.6.2 Obsolescence

- a. The *Supplier* informs the Employer immediately where spares are found to be obsolete before the alternative spares is supplied,
- b. The *Supplier* indicates this to the Employer and indicate viable alternatives thereof.
- c. The Employer will review the alternatives and advice on the acceptance/rejection of the alternative thereof prior to the spares being delivered onsite.

4.6.3 Design, Manufacturing and Testing

Unless an alternative spare is proposed the required spares to be the same, in all respects, as the original components. The spares conform to the same specifications as the original components. This includes all aspects such as design, materials and material specifications, manufacturing and manufacturing processes, testing, and operating and storage specifications.

4.6.4 Replacement Parts Upgraded/modified.

Where equipment or spares, including the whole assembly, have been upgraded/ modified the *Supplier* indicates this to the *Employer* as part of the tender. The *Employer* made aware immediately where the upgrade/modification to the component is only identified subsequent to the tender being issued. The detailed compatibility to the existing component indicates including changes required to fit the upgraded/modified spare. This includes hardware, firmware, and software upgrade/modification. Approved alternative components be accepted provided they comply to all technical & commercial requirements.

If the components to be supplied will be obsolete, or envisaged to be obsolete, in the 3 years after tender being issued, the *Supplier* indicates this to the *Employer* and indicate viable alternatives thereof.

4.6.5 Packaging

- a) All supplied spares be packaged in such a manner that they will be transported and stored without damage. This includes preventing damage due to moisture ingress, dust, and foreign objects. The Ingula Pumped Storage Scheme and Sere Wind farm .
- b) Spares Preservation be used in addition to the *Supplier* Transportation and Storage procedures.

- c) Different spare types are packaged separately such that each spare type can be stored separately. Packages be such that the spare can be identified without opening the packaging. Packages be the material that will not be damaged, to an extent possible, by harsh weather conditions during transportation. If that is not possible, then the packages be protected against such conditions.
- d) Where possible, packaging to be such that procured spares can be positively identified through the packaging. Where this is not possible, the packaging to be such that it allows opening and closing of packaging and still maintain the packaging integrity thereafter.
- e) Delivery packaging includes as a minimum the following details:
 - i. Purchase Order Number
 - ii. Part Description
 - iii. Part number
 - iv. Eskom SAP Material number
 - v. Drawing number, where applicable
 - vi. Physical address of Ingula Pumped Storage Scheme/ Sere Wind farm and the Supplier.
 - vii. Contact details of the Supplier
 - viii. Delivery notes number

4.6.6 Transportation

Transportation of all spares be conducted with due regard of the sensitivity of the units and in such a manner that spares are suitably protected. All possible care must be taken to ensure that the components are not subjected to undue rough handling, vibration, humidity, excessive temperatures, or abuse. When courier service is used for transportation, the courier services service provider be alert to the nature of the content of the packages and instructed to handle with care. Labels used to indicate the fragile nature of the items.

4.6.7 Guarantee of delivered spares and services rendered.

All delivered spares and service rendered comes with an at least 12-months guarantee period starting from the *delivery date*.

5. Management strategy and start up.

5.1 The *Contractor's* plan for the service

The *Contractor* shall provide, at the time of tendering and as a compulsory returnable document, a detailed service schedule (in Gantt format) outlining the intended execution of the objective as stated in the scope of work (The intended frequencies shall be priced accordingly in the pricing schedule). This plan shall start on the indicated contract start date and shall include the entire contract period.

A financial cash flow projection shall be attached to the plan indicating the intended invoicing dates and amounts as for the entire contract period.

The availability of materials intended for use, including the approval timeframe thereof, shall also be indicated on the plan.

5.2 Management meetings

Management meeting

Meeting shall be held to mutually promote and to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

The following will be discussed (amongst others): Safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature will also be discussed as indicated below.

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	Once, will be announced upon contract acceptance	Ingula /Sere or MS Teams	<i>Employer, Contractor, Service Manager and Others as required</i>
Risk reduction meeting	Adhoc	Ingula /Sere or MS Teams	<i>Employer, Contractor and Service Manager and others as required</i>
Quarterly report submission, health and safety planning and Contractor's performance evaluations	As required	Ingula /Sere or MS Teams	<i>Employer, Contractor and Service Manager</i>

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

5.3 Contractor's management, supervision and key people

The *Contractor* shall provide, at the time of tendering and as a compulsory returnable document, a detailed service organogram of the Company's Branch, indicating specifically Operating officers, financial officers, Communication/ liaison personnel and technical staff intended for this contract.

Changes in the structure must be communicated to the *Service Manager* immediately of it coming into effect.

The Organogram shall include contact details and emergency response information.

The *Contractor* will provide full management and supervision services on its staff. Eskom supervises the *Works* from a contractual perspective.

Employer Conditions for personnel working on site:

- 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 *Contractor* is accountable for the management of their sub-*Contractor* and suppliers and to ensure that the applicable legal and Eskom requirements (applicable during contract execution) are complied with by the sub-*Contractor* and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and Eskom requirements identified, then the Main Service Provider/Principle *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 PPE (when needed) for his staff with clearly identifying motifs where applicable.

The *Contractor* must provide the necessary supervision to ensure that activities are conducted safely

The *Contractor* ensures that the *Contractor* employees are reasonably fluent in the language of the Contract. Maintains, at all times, a harmonious relationship and co-operates with the *Employer* and all its suppliers and sub-suppliers or their employees who may be involved in the execution phase.

Ensures that all statutory appointments (as required in terms of the Occupational Health and Safety Act, No. 85 of 1993 and all applicable regulations binding in terms thereof, as amended) and other appointments required in terms of the *Employer's* Safety Health and Environmental Specification, are in place and that all appointees are cognisant of their duties and responsibilities in terms of such appointments.

Ensures that such appointees execute their duties and responsibilities as required by such an appointment;

Ensures that all personnel brought by itself onto site are suitably qualified and trained for the performance of the task, duties and functions, which will be allocated to them;

Immediately reports any occupational or other injuries, near miss events, property damage, environmental related incidents as well as any potential threat to the health and safety of individuals at the *works* or on the site, as soon as he becomes aware thereof, to the *Service Manager*;

Complies with the *Employer's* Environmental, Occupational Health & Safety Incident Management Procedure - 32-95, relating to the reporting and investigation of incidents. The classification of incidents contained in such document are considered final and must be applied by the *Contractor* relating to any incidents/ injuries relating to its employees whilst on Site;

5.4 Documentation control

Subsequent to the service of a diesel generator and/or breakdown maintenance of a diesel generator the Contractor to submit a service / repair report. The service /repair report to contain all relevant information pertaining to the work performed including the scope of the work, quality plan and relevant quality documentation, tests and inspections performed, findings and recommendations where applicable.

The *Contractor* keeps record of all documentation related to this contract. Each document shall have a unique, sequential number and all deviations contained therein clearly described.

A bi-annual report shall be generated (for distribution at the meeting) outlining variances experienced and noted in the monthly reports and summarized into tabled and graphical information. The minimum information contained therein must include number and detail of remedial work and non-operative equipment.

The bi-annual report shall also contain financial information stating all invoice numbers submitted for payment, payments received and outstanding amounts in the Pricing schedule format. This report shall be reconciled at the meeting with the Employer's payment certificate schedule.

All documentation submitted to ESKOM shall be in duplicate form and e-mailed electronically to the *Service Manager*. The preferred form of documentation for electronic submission is .pdf.

The *Service Manager* shall in all instances be the point of communication (addressee) and no direct communication between persons involved in the contract shall be allowed. Such communication shall be disregarded.

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

A file shall be kept containing the servicing information of each individual diesel generator system.

Communication:

All Communication is addressed to the *Service Manager* as applicable to the TSC3. All communication makes reference to:

- The Contract Number that is issued by the *Employer* (normally a 46000.....)
- The Contract title.
- Any previous reference relating to the specific communique.
- The Specific TSC clause under which the communication is issued.
- Whether a reply is required and
- A unique letter reference number.

The unique reference number to be used for written correspondence between the *Service Manager* and *Contractor* and vice versa is as follows:

- From the *Service Manager* to the *Contractor*: 46000 E/C 0xxx; and
- From the *Contractor* to the *Service Manager* 46000 C/E 0xxx referring to the Contract number and the next sequential letter (channel) number.

5.5 Invoicing and payment

All Invoices submitted for payment shall make reference to the pricing schedule's alpha-numeric order and description (may be shortened). Please revert to 2.5 regarding financial reporting.

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.

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

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

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

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

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

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

2.6.3 How to submit invoices

a) General Submission Information

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

b) Shipping Invoices

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

c) Foreign Invoices

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

CPA

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

CPA calculation sheets to accompany invoice

2.6.4 Payment Queries

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

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

2.6.5 Eskom information

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

2.6.3 Avoid Payment Delays

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

- Z7.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* 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.

5.6 Contract change management

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

The use of Standard forms is encouraged and is obtainable from the *Service Manager* for instances like compensation events.

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

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

These records to be compile in a file, in duplicate and in electronic format (as described), which shall be kept up-to-date throughout the contract period and one physical and one electronic copy returned when the contract period has expired. The completion certificate shall not be issued unless the request is met.

These records shall contain all contract data including, but not limited to, all communication, instructions, compensation events, disputes, warnings, certificates, reports and health & safety instructions.

Not Applicable

5.8 Insurance provided by the *Employer*

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

5.9 Training workshops and technology transfer

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

The *Contractor* ensures that all its personnel attends workshops/meetings schedule by the *Contractor* or *Employer* such as Safety Inductions, pre-outage or any other that will affect the service.

5.10 Design and supply of Equipment

Design is not applicable to this scope. No alteration to - or on equipment is allowed without the written consent of the *Service Manager*.

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

Equipment

None

Information and other things

Within 30 days after the end of the service period as specified in each task order or earlier termination of this contract, the *Contractor* shall make available to the *Employer* all records and information relating to the specific service carried out under this contract at no extra cost to the *Employer* excluding the *Contractors* intellectual property.

5.12 Management of work done by Task Order

The *Service Manager* shall issue the *Contractor* with a Task Order (commencing with a 45 prefix). This task order authorises work to be done by the *Contractor*. No works are to be executed without a Task Order. The *Service Manager* issues a Task Order to the *Contractor* which specifies clearly the work to be performed, additional specification; procedures; and any other constraints in providing the service. The Task Order is issued before *Contractor* provides the service.

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

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

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

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

Specifications

The service to be rendered by following the following specification and regulations.

Title	Date or revision (See notes)	Tick if publicly available
<u>General Specifications:</u>		
The Occupational Health and Safety Act No. 85 of 1993 and Regulations		✓
Environmental requirements: National Environmental Management Act of 1988		✓
Employer's Procurement and Supply Chain Management Procedure 32-1034 Available: https://www.eskom.co.za/Tenders/EskomPurchasingPolicies/Pages/Eskom_Purchasing_Policies.aspx		✓
240-150642762 Generation Plant Safety Regulations		*
240-114967625 Operating Regulations for High Voltage Systems (ORHVS)		
The Compensation for Occupational Injuries and Diseases Act No.130 of 1993, amended by government notices to 30 April 2004 or Equivalent		✓
32-93 Eskom Procedure for Vehicle and Driver Safety Management		
320-727 Eskom SHEQ Policy		
32-421 Eskom Life Saving Rules		*
32-136 Health and Safety requirements		

Title	Date or revision (See notes)	Tick if publicly available
<u>General Specifications:</u>		
<u>Technical Specifications</u>		

Notes:

1. Specifications available on request
2. Latest revision at the time of Contract signing to apply, unless otherwise stated.

6. Health and safety, the environment and quality assurance

6.1 Health and safety risk management

6.1.1 The Contractor shall comply with the health and safety requirements contained in OHS Requirements and the approved safety file by Eskom. Eskom reserves the right to review the OHS Requirements to address the Operational risks and the contractor shall comply with the latest OHS Requirements as amended at no cost for the duration of the contract at Ingula Pumped Storage Scheme.

6.1.2 The section 37(2) agreement as stipulated under the OHS Act no 85 of 1993 must be signed by Contractor and Employer representatives.

6.1.3 The Contractor OHS professional must conduct internal audits at planned intervals (for the duration of the contract at Ingula Pumped Storage Scheme) to monitor compliance to the contractual health and safety requirements.

6.1.4 The Service Manager/Contract Manager must conduct inspections at planned intervals (for the duration of the contract at Ingula Pumped Storage Scheme) to monitor compliance to the contractual health and safety and legal requirements.

6.1.5 The Contractor may be selected during internal and/or external Peaking Power Station audits to verify compliance to legal and contractual OHS requirements. The Contract Manager/Service Manager will communicate this at relevant time periods and the contractor shall avail themselves for this audit.

6.1.6 In addition to the requirements of the applicable laws governing the occupational health and safety, Peaking Power Station OHS requirements particular to the service and the Affected Property for this contract shall be adhered to for the duration of the contract.

6.1.7 The minimum requirements for the Contractor to gain access to Peaking Power Station include the but not limited to:

6.1.7.1. Valid Medical fitness certificate

6.1.7.2 Police clearance from SAPS or accredited supplier/service provider linked to SAPS AFIS system not older than thirty (30) days.

6.1.7.3 Identification document (RSA ID or equivalent)

6.1.7.4 National Drivers Licence (applicable to drivers)

6.1.7.5 Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up

Rule	Description of 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
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

6.1.7.6 Applicable risk-based PPE.

6.1.7.7 Valid letter of good standing always (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing not be valid.

6.1.7.8 The contractor/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000. Note: Induction will only after the above documents have been submitted and accepted by Eskom.

6.1.1 The *Contractor* complies with the health and safety requirements contained in SHE Specification/OHS Requirements and the approved safety file.

6.1.2 The Section 37 (2) agreement to be signed by *Contractor* and *Employer* representatives.

6.1.3 The SHE/OHS professional conducts internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.

6.1.4 The *Service Manager* conducts inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.

6.1.5 The *Contractor* may be selected during internal and/or external Ingula Pumped Storage Scheme audits to verify compliance to legal and contractual SHE/OHS requirements. The Contract Manager will communicate this at relevant time periods.

6.1.6 In addition to the requirements of the applicable laws governing the occupational health and safety, Ingula Pumped Storage Scheme OHS requirements particular to the service and the Affected Property for this contract shall be adhered to for the duration of the contract.

6.1.7 The minimum requirements for the Contractor to gain access to Ingula Pumped Storage Scheme include the but not limited to:

6.1.7.1 Valid Medical fitness certificate

6.1.7.2 Police clearance from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days.

6.1.7.3 Identification document (RSA ID or equivalent)

6.1.7.4 National Drivers Licence (applicable to drivers)

6.1.7.5 Proof of Ingula Pumped Storage Scheme Safety Induction

6.1.7.6 Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up

Rule	Description of 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
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

6.1.7.7 Applicable risk-based PPE.

6.1.7.2 Valid letter of good standing at all times (COIDA).

6.2 Key Performance Indicators

Contractor/supplier Management Key Performance Indicators (KPI's)

1. Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS requirements and applicable legislation as amended.
2. Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
3. Implement and monitor near miss reporting strategy / programme (reporting of near misses).
4. Develop and comply to Behavioural Safety Observation (BSO) and Planned Job Observation programmes (PJO).
5. Maintain Zero Fatalities for the duration of the contract.
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incidents must be reported immediately or before the end of the particular shift during which the incident occurred.
8. All incident investigations shall be completed within 30 days of the occurrence of an incident.
9. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.

10. Close audit findings as per the Eskom procedure or audit report recommended time frames.
11. Close Non-conformance as per the recommended time frames.

6.3 Contract completion and sign off

On completion of the project/contract, Eskom team (led by the *Service Manager*) involved in the project together with the *Contractor* shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the *Service Manager* ensures that the below requirements are met:

- a. Close all incidents and audit findings.
- b. Clean the respective area and ensure good housekeeping where the *Contractor* was working.
- c. Contractor submits safety statistics and a safety file to Eskom Safety Department for closeout and filling.
- d. Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work.

6.4 Environmental constraints and management

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

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

Waste Disposal:

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

6.1.1 Hazardous chemical agent

If product is classified as a hazardous chemical agent, safety brochures must accompany delivery. In accordance with the Regulations for Hazardous Chemical Agent, 2020. If any hazard is identified by the *Contractor*, he must immediately inform the *Employer*.

6.5 Environmental constraints and management

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 and/or applicable under this contract and ensures that his Sub-*Contractors*, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

6.2.1 Legislation

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

6.2.2 Green Practices

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

During sweeping and dusting, the *Contractor* shall ensure that a minimum amount of dust is liberated into the atmosphere. The use of compressed air for cleaning is prohibited.

3.3.3 Waste management

All hazardous waste, eg oil, containers and associated waste, will be removed from site by the *Contractor*.

6.6 Quality assurance requirements

The quality requirements are as per ISO 9001:2008 and as per Eskom document QM-58, SUPPLIER CONTRACT QUALITY REQUIREMENTS SPECIFICATION.

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

The *Contractor* shall provide the *Employer* with a Quality Plan and Work Procedures for all the intended work to be performed. The formats of these documents are not prescribed but must be accepted and approved by the *Service Manager* before any work is permitted to be performed. The Work Procedures to be OEM approved Work Procedures. Where OEM approved Work Procedures are not available the *Contractor* to submit the recommended Work Procedures to the *Service Manager* for acceptance prior to the execution of the work. For the defined Major Service and Minor Services of the diesel generator the *Contractor* to submit the Quality Plan and Work Procedures to the *Service Manager* for acceptance at least 60 days prior to the initiation of the work. For reactive maintenance (breakdown) work the *Contractor* the submission of the Quality Plan and Work Procedures for acceptance by the *Service Manager* to be as per agreement with the *Service Manager* on the Task Order.

Apart from these plans and procedures, each bi-annual meeting convened will also have, as an agenda point, the completion of the *Contractor* evaluation Criteria under Quality Management. This document will form the baseline for use in the evaluation of all quality-related aspect concerning this contract. *Contractor* performance will be communicated with the relevant ESKOM departments concerned with procurement, finance and service.

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

- **labour**

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

7. Procurement

7.1 People

7.1.1 Minimum requirements of people employed

Minimum requirements of people employed.

- a) Staff to have good verbal and written skills in English.
- b) The *Contractor* is to use local labour to provide the services where possible.
- c) The *Contractor* must comply with the South African Labour Relations Act and ensure that their staff is compensated with a fair and reasonable wage.
- d) Contractor skilled level employees to work on the diesel generators to have at least 10 years relevant experience working on similar diesel engines.
- e) A Curriculum Vitae of all *Contractor* skilled level employees shall be submitted at the time of tender and if and when personnel changes occur during the contract period. Changes shall be noted in the compulsory organogram and updated.

7.1.2 BBBEE and preferencing scheme

Based on Eskom's Hierarchy of Procurement, Eskom's preference is to do business with those Suppliers with the highest B-BBEE Statuses, thereby encouraging its Suppliers to procure goods and services from other suppliers that have high B-BBEE Statuses which ultimately results in the desired transformation within Supplier markets.

Where it is not possible for Eskom to do business with Suppliers that have high B-BBEE Statuses (i.e. levels 1-4), then Eskom will ensure that such Suppliers will be contractually bound to subcontract an agreed percentage of the of the contract value to acceptable Black Suppliers or to procure certain components, consumables and/or services from Black Suppliers, as part of its overall BEE Strategy as set out in Directive 32- 416.

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

Supplier Development and Localisation

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

Supplier Development & Localisation (SDL&I) Undertaking (Enquiry Annexure N) will be inserted here at contract award based on the tender returnable submitted by *Contractor* to *Employer* and as agreed by *Employer*. Information inserted here is based on tender returnable schedules for SD&I requirements indicated in Enquiry documents.

Local Content

Refer to Annexure N attached to Enquiry

7.2 Subcontracting

Preferred subcontractors

No Nominated Sub-Contractors

7.2.2 Subcontract documentation, and assessment of subcontract tenders

This contract is intended between the *Employer* and the *Contractor*. Any proposed sub-contract work shall follow a transparent procurement process (to the satisfaction of the *Service Manager* The *contractor* is not required to submit the *sub-contractors* contract data to the *Service Manager* for acceptance.

7.2.3 Limitations on subcontracting

The *Contractor* shall not sub-contract more than 20% of the work. This will not apply to any documentation work at/during tender stage.

None

7.2.4 Attendance on subcontractors

State entry and attendance requirements, adherence and constraints are the same as for the *Contractor*.

All matters pertaining to sub-*Contractors* (including nominated sub-*Contractors*) and the work executed by them shall be dealt with directly between the *Employer* and the *Contractor* in the context of all subcontract work being an integral part of the works for which the *Contractor* is responsible.

The *Employer* will not liaise directly with any sub-*Contractor*, nor will he issue instructions concerning the subcontract works directly to any sub-*Contractor*.

All matters arising out of the subcontract agreements shall be dealt with directly between the *Contractor* and the sub-*Contractor* and the *Employer* will not become involved.

7.3 Plant and Materials

7.3.1 Specifications

All materials utilised will be as specified by the diesel generator or related equipment OEM. Where it is required to deviate from this specification materials used for this service is subject to the *Service Manager's* prior acceptance.

Material Data sheets to be provided for all chemicals to be used.

Where material, alternative to this requirement or OEM requirements, needs to be or is recommended to be used the request to use the alternative materials to be submitted to the *Service Manager* for approval and approval obtained from the *Service Manager* prior to the execution of the work. Alternative materials only to be used upon approval by the *Service Manager*.

7.3.2 Correction of defects

Service: Area(s) not serviced will result in non-payment

Materials: replacement of product to the *Service Manager's* standard and acceptance.

The *Contractor* provides an 18-month *defects period* on workmanship.

7.3.3 Contractor's procurement of Plant and Materials

No plant or materials procured for the purpose of providing the service shall contravene the Safety and Environmental as well as site regulations.

- A list of equipment shall be fully specified as per sites requirements in the bill of quantities (BOQ).
- The specification will be determined per task order.

7.3.4 Tests and inspections before delivery

Where off-site work needs to take place tests and inspections to be as defined in the quality plan or as to prior agreement with the *Service Manager*. The *Service Manager* to receive 10 working days notice for any test or inspection to take place off-site for the *Service Manager* to be able to arrange the required resources. Where this is not feasible prior arrangement with the *Service Manager* to be made.

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

The *Employer* to provide water and power as detailed under section 5.

Contractor provides all other plant and materials necessary to provide the service.

None. All Plant and Materials are to be provided by the *Contractor*.

8. Working on the Affected Property

The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of plant, tools and equipment which may be supplied by the Employer which are damaged and/or lost whilst in the *Contractor's* custody and control.

The *Contractor* must ensure that any one of his employees, operating hoist equipment belonging to the Employer, is authorised.

SGPS Co-ordinates

Site	Latitude	Longitude
Ingula Power station	-28.280789607723634	29.587958313355394
Sere Wind Farm	-31.496944	18.063333

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

- Peaking Power Stations are National Key Points. As such, All persons intending to perform work and/or attend meetings during this contract period, have to comply with the following:
 - For non-critical duties notify the *Service Manager* at least 48 hours prior to arrival and submit ID numbers and vehicle registration numbers of persons intending to enter *Employer* premises.
 - For critical duties the submission of above documentation to be as agreed with the *Service Manager*.
- Each person shall sign the site entrance register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.
- Parking is allowed in the demarcated areas only and should it be required to drive on site, then please adhere to the following.
 - Maximum speed is 20km/h
 - Driving is only allowed on tarred surfaces.
 - Obey all road signs.
- Making good of damage to *Employer's* plant / property as a result of the *Contractor's* actions will be for the *Contractor's* account.
- Original ID document must be presented to Security.
- No weapons may be taken on site.
- No photographs may be taken whilst on site.
- All persons entering the Power Station premises will be required to undergo a breathalyser test. Any persons testing positive will not be allowed entry. The *Employer* has a zero tolerance towards alcohol.
- The *Contractor* provides all equipment, material and safety equipment required to perform the service. This includes personal protective gear for the staff.
- Asset registers of all tools and equipment for providing the service is maintained by the *Contractor* and shall be audited and inspected by the *Service Manager* from time to time.
- Designated security entrances to be used to enter the premises and the required processes to be undergone before gaining access to the work areas.

People restrictions, hours of work, conduct and records.

For non-critical work the premises may be entered from 08:00 to 16:00 Mon-Thu, excluding public Holidays and from 08:00 to 12:00 on Fridays. Where it is required to gain access to the work areas outside these time frames this to be organised through the *Service Manager*. Each person shall sign the site entrance register and this information shall also be collated by the *Contractor* for use during the scheduled meetings. Parking is allowed in the demarcated areas only and should it be required to drive on site the required permit to be obtained.

Health and safety facilities on the Affected Property

Refer Section 5.1-5.3 Health and safety risk management

Environmental controls, fauna & flora

The responsibility and accountability for the use of chemicals remain with the appointed *Contractor*. To this effect, insurance cover is made available to the satisfaction of the *Service Manager and supported by the environmental manager*, to remedy any spill or effect outside of the control of the *Contractor*. The contractor shall ensure all work complies with relevant environmental regulations as required. If the work includes some toxic and hazardous substances during normal and routine maintenance activities. The Contractor shall use such hazardous substances in accordance with the applicable regulations and procedures and is disposed off by the contractor in accordance with the applicable law. More details in 3.2.

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

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

8.6 Cooperating with and obtaining acceptance of Others.

The *Contractor* liaises and interacts with the power station operating staff and from time to time all other *Contractors* working on other projects. Proper co-ordination and work must be done when working in any area of plant and where others are also performing work or activities. Interfacing is required with the site personnel and others. The *Contractor* ensures that access routes remain open throughout the period of service.

8.7 Records of Contractor's Equipment

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

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

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

8.8 Equipment provided by the *Employer*.

Access to mobile cranes and equipment will be given based on availability and on condition that only site authorised personnel may operate mobile, cranes, forklifts and cherry pickers.

The *Contractor* is required to plan and co-ordinate via the *Service Manager* for making use of the above equipment and/or authorised personnel.

The *Employer* to provide the load to perform a load test on the diesel generator.

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

8.9 Site services and facilities

8.9.1 Provided by the *Employer*

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

- **Lifting Equipment / Scaffolding**

Access to mobile cranes and equipment will be given based on availability and on condition that only site authorised personnel may operate mobile, cranes, forklifts and cherry pickers.

Provided by the *Contractor*

The *Contractor* is responsible to provide **free** transport to its employees to and from site and the company and its employees are responsible for their own accommodation.

- **Ablution facilities**

The *Contractor* may arrange portable facilities as required.

- **Telephone facilities**

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

- **Messing Facilities**

The *Employer* does not provide meals or canteen facilities. *Contractor* and its staff are responsible for own arrangements.

- **Medical Facilities / First Aid**

The *Employer* does not provide medical facilities nor first aid. The *Contractor* is responsible to provide his own.

8.10 Control of noise, dust, water and waste

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

8.11 Hook ups to existing works

All anticipated work will be done on existing works.

8.12 Tests and inspections

Description of tests and inspections

Materials facilities and samples for tests and inspections The *Contractor* performs the following:

None

Materials facilities and samples for tests and inspections

Not applicable

9. List of drawings

9.1 Drawings issued by the *Employer*

N/A

Drawing number	Revision	Title

Task Order Template

To the <i>Contractor</i>	[•]	Tel:	[•]
Address	[•]	Fax:	[•]
Attention	[name] [•]	Date:	[•]
E mail	[•]	Ref:	[•]

Dear Sirs,

Contract title	[•]	Number:	[•]
Contract action	Clause X19.2 Task Order		

Further to our consultations dated [•.....] about the content of this Task Order and in terms of clause X19.1(1) and X19.1(2) in secondary Option X19 of the above contract, I hereby instruct the *Contractor* to carry out the below stated work as a Task within the *service*.

Task Order No.	[•]	<i>service</i>	[•]
Detailed description of the work in the Task:	[•]		
Starting date for the Task	[•]		
Task Completion Date	[•]		
Delay damages (if any)	[•]		

A priced list of items of work in the Task in which items are taken from the Price List is attached	
Total of Prices for items of work taken from the Price List per the attached priced list is:	R. _____
Total of Prices for items of work not in the Price List (details attached) is:	R. _____
Total of the Prices for this Task Order	R. _____

Yours faithfully,

_____ Signature (<i>Service Manager</i>)		_____ Name		_____ Date
Distribution:				