



NEC3 Engineering and Construction

# Short Contract (ECSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and

for **Occupational Hygiene Laboratory Services and Instrument Calibration/Repairs**

<b>Contents:</b>	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)	<b>Page No.</b>
<b>Part C1 Agreements &amp; Contract Data</b>		
C1.1 Form of Offer and Acceptance		[•]
C1.2 Contract Data provided by the <i>Employer</i>		[•]
C1.2 Contract Data provided by the <i>Contractor</i>		[•]
<b>Part C2 Pricing Data</b>		
C2.1 Pricing assumptions		[•]
C2.2 Price List		[•]
<b>Part C3 Scope of Work</b>		
C3.1 Works Information		[•]
<b>Part C4 Site Information</b>		[•]

Documentation prepared by: Mxolisi Nkabinde

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# C1 Agreements & Contract Data

## Article I. C1.1 Form of Offer and Acceptance

### Section 1.01 Offer

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

## Article II. Title of the Contract

### Occupational Hygiene Laboratory Services and Instrument Calibration/Repairs

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words) [●]	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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:

## Section 2.01 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 Site 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

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 tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

**Section 2.02 Schedule of Deviations**

Note:

1. To be completed by the Employer prior to award of contract. 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.

**(i) For the tenderer:**

**(ii) 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 \_\_\_\_\_

\_\_\_\_\_

## Article III. C1.2 Contract Data

### Section 3.01 Data provided by the *Employer*

Section 3.03 Statement clause	Section 3.04 Data
<b>Section 3.05 General</b>	<b>Section 3.06</b>
10.1 The <i>Employer</i> is (Name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1 & 14.4 The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions <sup>1</sup> is (Name):	<b>Mxolisi Nkabinde</b>
Address	Camden Power Station
Tel No.	N2 Piet Retief Road <b>2350</b>
Fax No.	
E-mail address	<a href="mailto:nkabinmd@eskom.co.za">nkabinmd@eskom.co.za</a>
11.2(11) The <i>works</i> are	<b>[•]</b>
11.2(13) The Works Information is in	<b>the document called 'Works Information' in Part 3 of this contract.</b>
11.2(12) The Site Information is in	<b>the document called 'Site Information' in Part 4 of this contract.</b>
11.2(12) The <i>site</i> is	<b>Camden Power Station</b>
30.1 The <i>starting date</i> is.	<b>TBC</b>
11.2(2) The <i>completion date</i> is.	<b>TBC</b>
13.2 The <i>period for reply</i> is	<b>2 weeks</b>
40 The <i>defects date</i> is	<b>52 weeks after Completion</b>
41.3 The <i>defect correction period</i> is	<b>2weeks</b>
50.1 The <i>assessment day</i> is the	<b>25<sup>th</sup> of each month.</b>
50.5 The <i>delay damages</i> are	<b>5000 per day</b>
50.6 The retention is	<b>10%</b>
51.2 The interest rate on late payment is	<b>0.5%</b> <b>[Insert a rate only if a rate less than 0.5% per week of delay has been agreed]</b>

<sup>1</sup> Except those actions which can only be done by the *Employer* as a Party to the contract.

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>the amount of the deductibles relevant to the event</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	e-mail	<b>[•]</b>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body</b>
93.4	The <i>tribunal</i> is:	<b>arbitration.</b>
	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>[•] South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>

**The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)<sup>23</sup> and the following additional conditions Z1 to Z11 which 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

<sup>2</sup> If June 2005 Edition applies, delete April 2013 and insert June 2005

<sup>3</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

## **Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z4 Waiver and estoppel: Add to clause 12.2:**

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

**Z5 Health, safety and the environment**

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. 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 Site.
  - 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 *works*; and
  - undertakes, in and about the execution of the *works*, 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.
- Z5.2 The *Contractor*, in and about the execution of the *works*, 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.

**Z6 Provision of a Tax Invoice and interest. Add to clause 50**

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 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.
- Z6.3 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.

**Z7 Notifying compensation events**

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

**Z8 *Employer's* limitation of liability; Add to clause 80.1**

- Z8.1 The *Employer* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

**Z9 Termination: Add to clause 90.2, after the words "or its equivalent":**

- Z9.1 or had a business rescue order granted against it.

**Z10 Addition to Clause 50.5**

Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Works.

If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

## 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 Subconsultants 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 82 with the following:**

**Insurance cover 82**

- 82.1 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.
- 82.2 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	Cover provided until
Loss of or damage to the works	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and 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 Works	<p><b><u>Loss of or damage to property</u></b></p> <p><b><u>Employer's property</u></b></p> <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance</p> <p><b><u>Other property</u></b></p> <p>The replacement cost</p>	

	<b><u>Bodily injury to or death of a person</u></b> 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	

82.3 The *Employer* provides the insurances as stated in the Insurance Table B

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements

and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

### Section 3.07 Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>4</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(9)	The Price List is in	<b>the document called 'Price List' in Part 2 of this contract.</b>
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	<b>R[•] excluding VAT [in words] [•] excluding VAT</b>

<sup>4</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

## C2 Pricing Data

### Article IV. C2.1 Pricing assumptions

Entries in the first four columns in the Price List 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 tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

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

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.



## C3: Scope of Work

### Article VI. C3.1 Works Information

#### Content

Page

1.	Introduction	2	
2.	Supporting Clauses	2	
2.1	Scope	2	
2.1.1	Purpose	2	
2.1.2	Applicability	2	
2.1.3	Effective date	2	
2.2	Normative/Informative References	2	
2.2.1	Normative	2	
2.2.2	Informative	2	
2.3	Definitions	2	
2.4	Abbreviations	3	
2.5	Roles and Responsibilities	5	
2.5.1	The Employer	5	
2.5.2	The Supplier	5	
2.6	Process for Monitoring	5	
3.	Scope of work	6	
	The scope of work will cover the following but not limited to:	6	
	Compliance Requirements	7	
3.1	Accreditation Requirements	7	
3.2	Purchasing services and supplies	7	
3.3	Service to Eskom Camden Generation Division	8	
3.4	Complaints	8	
3.5	Control of nonconforming testing and/or calibration work	8	
3.6	Improvement	8	
3.7	Corrective action	8	
3.8	Preventive action	9	
3.9	Internal Audits	9	
3.10	Accommodation and environmental conditions	9	
4.	Test and calibration methods	9	
4.1	Deviation from test and calibration methods	10	
4.2	Control of data	10	
4.3	Assuring the quality of test and calibration results	10	
4.4	Handling, Transportation and storage (Handling of test items (samples) - Despatch/receipt and handling of sample items)	11	
4.4.1	Client	11	
4.4.2	Supplier	11	
4.5	Equipment	11	
4.6	Result turnaround time	11	
4.7	Reporting the results	13	
5.	Acceptance	<b>Error! Bookmark not defined.</b>	
6.	Revisions	<b>Error! Bookmark not defined.</b>	
7.	Development Team	<b>Error! Bookmark not defined.</b>	
8.	Acknowledgements	<b>Error! Bookmark not defined.</b>	

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## **1. Introduction**

Camden Power Station is in the process of maintaining SANAS and ISO 17020:2012 system with the aim of maintaining SANAS AIA certification. The systems require an organisation to identify general requirements for the competence to provide reliable calibration, measurement, sampling, testing, verification, and inspection infrastructure for Eskom, this will assist the business unit in putting in place appropriate measures to ensure compliance and achieve ZERO HARM.

## **2. Supporting Clauses**

### **2.1 Scope**

The issued scope of work is applicable to Camden Power Station Generation Division.

#### **2.1.1 Purpose**

2.1.1.1 To identify and determine a reliable Supplier that provides laboratory services (supply occupational hygiene sampling media, transportation of samples between the laboratory and Camden Power station; analysis of HCA samples and maintenance of OH instruments). The Supplier must make sure the laboratory is SANAS accredited and should meet the requirements for supplying HCA sampling media and analysing samples taken at Camden Power Station. The identification and evaluation of SANAS compliance will focus on the principles and requirements as set out in the SANS 17020 and SANS 17025 standards.

2.1.1.2 To identify and determine a reliable Supplier that provides calibration and/or repairs of occupational hygiene instrument, transportation of occupational hygiene instrument between the laboratory and Camden Power station. The Supplier must make sure only SANAS accredited laboratory is used for Calibrations (for the following instruments i.e., Sound Level Meter, Gilibrator, Indoor Air Quality Meter and ANAB/ILAC Accredited (for Heat Stress Meter and Lux Meter)

#### **2.1.2 Applicability**

This document shall apply to Camden Power Station Generation Division.

#### **2.1.3 Effective date**

This document shall be effective on the date of authorisation.

### **2.2 Normative/Informative References**

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

#### **2.2.1 Normative**

- [1] ISO 9001 Quality Management Systems
- [2] ISO 45001:2018 Occupational health and Safety Management Systems
- [3] ISO/IEC 17020, General requirements for inspection bodies
- [4] ISO/IEC 17025:2005, General requirements for the competence of testing and calibration laboratories.

#### **2.2.2 Informative**

- [5] Occupational health and Safety Act 85 of 1993, Hazardous Chemical Agent Regulations as framed under the OHSAct

### **2.3 Definitions**

**Approved Inspection Authority (AIA):** An inspection authority approved by the chief inspector of the Department of Employment and Labour with respect to the due service only.

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**Audit:** A planned, independent, and documented assessment process to determine whether agreed upon requirements are in conformance with requirements; for example, to SANS 17020, SANS 17025 an audit of the Occupational Hygiene AIA.

**Competent:** means a person who has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act.

**Partner/Supplier:** a person or firm that undertakes a contract to provide materials or labour to perform a service or do a job at Eskom.

**Dust:** a solid particle generated by handling, crushing, grinding, rapid impact, detonation and decrepitating of organic or inorganic materials such as rock, ore, metal, coal, wood, and grain

Gravimetric: pertaining to measurement by weight.

**Eskom:** refers to Eskom Camden Power Station.

**Hazardous Chemical Agents (HCA):** refers to any toxic, harmful, corrosive, irritant or asphyxiant substance or, a mixture of substances, including dusts, fumes, gases, mists and vapours, that may produce adverse health effects in individuals when exposed to sufficient quantities.

**Monitoring:** a continuing program of observation, measurement, and judgement

**Non-Conformance:** Failure to meet or fulfil a specific requirement

**Occupational Hygiene Technologist (OHT):** a person by virtue of his training in occupational hygiene hazard measurement /techniques is certified competent by the Eskom AIA, to carry out occupational hygiene monitoring and is registered with SAIOH.

**Respirable particles:** particles which are present in the breathing zone of an individual, and of a size capable of reaching parts of the respiratory tract where they may elicit a toxic response.

**Sampling:** a process consisting of the withdrawal or isolation of a fractional part of a whole.

**Sampling Media:** a substance or material used to collect/ capture samples from atmosphere and surfaces.

**Sampling Train:** The order of sequence in which personal health sampling equipment parts are assembled to complete the cycle of assimilated breathed atmosphere that a person is exposed to during the working time.

**South African National Accreditation System (SANAS):** the sole national accreditation body for conformity assessments in South Africa.

**Supplier:** a firm or person that carries a portion of a contract from the principal Supplier or from another Supplier.

**Verification:** the process of confirming the accuracy and representativeness of any measurement results by means of independent examiner or demonstration of any statement, procedure, program, figures, calculations, and references by an accredited party

**Workplace:** Any physical location in which work related activities are performed under the control of the organisation

## 2.4 Abbreviations

Abbreviation	Explanation
MAM	Manual of Analytical Methods (NMAM)
SANS	South African National Standard
ISO	International Organization for Standardization
ICP-AES	Inductively coupled plasma atomic emission spectroscopy
IR	Infrared (IR) spectroscopy
TD	Analytical thermal desorption
GC	Gas chromatography
OH	Occupational Hygiene

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<b>Abbreviation</b>	<b>Explanation</b>
OHTF	Occupational Hygiene Testing Facilities
OHT	Occupational Hygiene Technologist
SAIOH	South African Institute for Occupational Hygiene
BU	Business Unit
DPM	Diesel Particulate Matter
VOC	Volatile organic compound
NIOSH	National Institute for Occupational Safety and Health
MDHS	Methods for the Determination of Hazardous Substances guidance

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## **2.5 Roles and Responsibilities**

### **2.5.1 The Employer**

- Contact the Supplier for service required as per the scope of work.
- Manage the contract and ensure that work is carried out as per the issued scope of work.
- Monitor Supplier compliance to legal and other requirements.

### **2.5.2 The Supplier**

- To comply with the contract requirements and deliver a quality service to Eskom Camden Power station.
- To comply with any requirements stipulated in the scope of work.
- To comply with the terms and conditions as stipulated in the contract.

## **2.6 Process for Monitoring**

When coming onsite, the following must be verified by Safety Department:

- Letter of good standing
- Medicals
- Drivers licence
- Baseline Risk Assessment
- Legal Appointments and competencies

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### **3. Scope of work**

The scope of work will cover the following but not limited to:

- Supply of sampling media i.e., 37mm Pre-weighed PVC filters, sorbent tubes, filter cassettes;
- Transportation of samplers from the laboratory to Camden PS and from Camden (samples) PS to the Laboratory as and when required;
- Analysis of samples for alpha quartz, volatile organic substance and any other required analysis.
- Compilation of sample analysis reports (the Laboratory perform this function) as and when required;
- Calibrating of the following instrument:
  - Calibrating sound level meters and acoustic calibrators, including noise dose meters on an annual basis
  - Calibrating Gillian Gilibrators on an annual basis
  - Repairs of damaged instruments as and when required
  - Calibrating lux meters once every two years
  - Calibrating heat stress meters on annual basis
  - Calibrating indoor air quality meters on an annual basis
  - Calibrating hot wire anemometers on an annual basis
- Transportation of occupational hygiene instruments for calibration from the calibration laboratory to Camden PS and from Camden PS to the calibration laboratory

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**Required sampling media:**

Pre-weighed 37mm PVC filters, sorbent tubes, filter cassettes etc.

**Transportation of samples:**

Transportation of samples from between the laboratory and Camden Power station monthly or as when and when required.

**Analysis required:**

- Analysis of alpha quartz (crystalline silica), volatile organic substance and others as when required. The Supplier must ensure that Analysis report from the SANAS Accredited laboratory is made available to Camden Power Station (As and when required).

**Maintenance required:**

- Maintenance, servicing, calibration and repairing of OH instrumentation for Camden Power Station Generation Division as and when required.

**Compliance Requirements**

**3.1 Accreditation Requirements**

- The Supplier to ensure that the laboratory must comply with regulatory and safety requirements on the operation of laboratories not covered by ISO 17025.
- The Supplier to ensure that laboratory must operate a quality management system for their testing and calibration activities that meets the principles of ISO 17025 and 9001.

**3.2 Purchasing services and supplies**

- The Supplier shall have a policy and procedure(s) for the selection and purchasing of services and supplies it uses that affect the quality of the tests and/or calibrations.
- Procedures shall cover the purchase, reception and storage of reagents and laboratory consumable materials relevant for the tests and calibrations.
- The laboratory shall ensure that purchased supplies and reagents and consumable materials that affect the quality of tests and/or calibrations are not used until they have been inspected or otherwise verified as complying with standard specifications or requirements defined in the methods for the tests and/or calibrations concerned, and such records shall be made available to Camden Power Station Contract Manager.

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- The laboratory shall evaluate suppliers of critical consumables, supplies and services which affect the quality of testing and calibration, and shall maintain records of these evaluations and list those approved.

### **3.3 Service to Eskom Camden Generation Division**

- Communication in large assignments or projects should be maintained throughout the work. The Supplier should inform the Camden Power station contract manager of any delays or major deviations in the performance of the tests and/or calibrations.

### **3.4 Complaints**

- The laboratory shall have a policy and procedure for the resolution of complaints received from Eskom or other parties. Records shall be maintained of all complaints and of the investigations and corrective actions taken by the laboratory.

### **3.5 Control of nonconforming testing and/or calibration work**

The Supplier shall have a policy and procedures that shall be implemented when any aspect of its testing and/or calibration work, or the results of this work, do not conform to its own procedures or the agreed requirements of the customer. The policy and procedures shall ensure that:

- a) The responsibilities and authorities for the management of nonconforming work are designated and actions (including halting of work and withholding of test reports and calibration certificates, as necessary) are defined and taken when nonconforming work is identified;
- b) an evaluation of the significance of the nonconforming work is made;
- c) correction is taken immediately, together with any decision about the acceptability of the nonconforming work;
- d) where necessary, the customer is notified, and work is recalled;
- e) the responsibility for authorizing the resumption of work is defined.

### **3.6 Improvement**

- The Supplier shall continually improve the effectiveness of its management system using the quality policy, quality objectives, audit results, analysis of data, corrective and preventive actions and management review.

### **3.7 Corrective action**

- The Supplier shall establish a policy and a procedure and shall designate appropriate authorities for implementing corrective action when nonconforming work or departures from the policies and procedures in the management system or technical operations have been identified.

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- The procedure for corrective action shall start with a root cause investigation, selection and implementation of corrective actions, Monitoring of corrective actions and

### **3.8 Preventive action**

- Needed improvements and potential sources of nonconformities, either technical or concerning the management system, shall be identified. When improvement opportunities are identified or if preventive action is required, action plans shall be developed, implemented and monitored to reduce the likelihood of the occurrence of such nonconformities and to take advantage of the opportunities for improvement.

### **3.9 Internal Audits**

- The Supplier shall periodically, and in accordance with a predetermined schedule and procedure, conduct internal audits of its activities to verify that its operations continue to comply with the requirements of the management system and this International Standard.

### **3.10 Accommodation and environmental conditions**

- Laboratory facilities for testing and/or calibration, including the environmental conditions, shall be such as to facilitate correct performance of the tests and/or calibrations.

## **4. Test and calibration methods**

- The Supplier is required upon request to supply Camden power station with sampling media monthly or as indicated in the service level agreement.
- The preparation and analysis methods listed below should be employed by the Supplier for the specified HCA. However Eskom will further notify the Supplier of any other specific method required for preparation, testing and analysis of items/samples.
- The Supplier is required to supply Camden power station with prepared sampling media (i.e. tubes, cassettes and assembled sampling heads, Pre-weighed 37mm PVC filters).
- Performance of pre and post weighing of sampling media should be done at a SANAS approved laboratory.

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- **NIOSH MAM 7602** method should be employed for gravimetric analysis of respirable coal dust, and silica analysis by infrared spectroscopy.
- **NIOSH 2549** method (thermal desorption, gas chromatography, mass spectrometry) should be used for the determination of samples containing mixtures of volatile organic compounds. MDHS 72 may be used for determination of specific compounds in air by thermal desorption/gas chromatography.
- The laboratory shall use appropriate methods and procedures for all tests and/or calibrations within its scope. These include sampling, handling, transport, storage and preparation of items to be tested and/or calibrated, and, where appropriate, an estimation of the measurement uncertainty as well as statistical techniques for analysis of test and/or calibration data.
- The laboratory shall have instructions on the use and operation of all relevant equipment, and on the handling and preparation of items for testing and/or calibration, or both, where the absence of such instructions could jeopardize the results of tests and/or calibrations. All instructions, standards, manuals and reference data relevant to the work of the laboratory shall be kept up to date and shall be made readily available to personnel.

#### **4.1 Deviation from test and calibration methods**

- Deviations from standard methods shall occur only if the deviation has been documented, technically justified, authorized, and accepted by Eskom.

#### **4.2 Control of data**

- Calculations and data transfers shall be subject to appropriate checks in a systematic manner.
- When computers or automated equipment are used for the acquisition, processing, recording, reporting, storage or retrieval of test or calibration data, the laboratory shall ensure that the computer software used is adequate, the procedures for protecting data are established and the equipment is properly maintained.

#### **4.3 Assuring the quality of test and calibration results**

- The laboratory shall have quality control procedures for monitoring the validity of tests and calibrations undertaken. The resulting data shall be recorded in such a way that trends are detectable and, where practicable, statistical techniques shall be applied to the reviewing of the results.

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#### **4.4 Handling, Transportation and storage (Handling of test items (samples) - Despatch/receipt and handling of sample items)**

##### **4.4.1 Client**

- Upon receipt of the sample, the OH practitioner must:
  - Check the condition of the sample and its seals.
  - Record relevant information on applicable document(s), (e.g. field sheet and/or weigh sheet), for instance, condition, problems, leaks, etc. before the sample is submitted for analysis.
- The sample must then be labelled with the sample reference number as issued. This identification must be retained throughout the life of the item for inspection.
- The method of sealing and labelling samples must be in accordance with those recommended by the relevant sampling method (e.g. NIOSH).
- After documentation and labelling, samples will be despatched for external analysis.
- All samples sent for analysis will be accompanied by the sample analysis request highlighting the sample identity and elements to be analysed, expected results format, for example, mg/m<sup>3</sup>, ppm, cfu, etc.
- The other copy of the samples for analysis inventory will be retained by the relevant OH practitioner from the Eskom AIA for reference purposes.
- Client to provide specific instructions on correction handling practices of samples during transportation of samples.

##### **4.4.2 Supplier**

- The transportation of the filter cassettes to and from the Occupational Hygiene Testing Facilities (OHTF) premises is to be done in a manner which will not compromise the integrity of the filter cassettes/sorbent tubes.
- The filter cassettes/sorbent tubes used to sample unstable elements from the business unit will need to be kept in a cooler bag, as per requirements stipulated in relevant method. Deliver media to the OHTF in the same outer packaging in which it was received.
- It is preferred that couriers are not used to transport samples from the sampling site to the OHTF, due to unknown sample handling practices applied, which causes major concern on integrity of samples.
- Best practice is to deliver the samples personally to the OHTF, or by a reputable and designated driver who received specific instructions and training on correct handling practices of the samples.
- Samples collected from site to be delivered directly to the testing facility within 6 hours. **NB Samples cannot be taken home for storage purposes.**
- Samples to be transported in a suitable carry case lined with a sponge (sponge with 37mm holes) for sample protection and a cooler box with ice packs to be used for samples that need to remain cool.
- Provide the client with a signed laboratory acknowledgement form.

#### **4.5 Equipment**

- The Supplier shall ensure that all calibration certificates for all equipment that requires calibration are made available to the Camden Power Station contract manager and shall further form part of the analysis report submitted to Camden Power Station.

#### **4.6 Result turnaround time**

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- The supplier shall honour the agreement with Eskom by adhering to the turnaround time specified for each method or test performed. The turnaround period shall be clearly stated on the quotation provided by the laboratory.
- Analysis should be carried out by the Supplier and the report to be presented within 7 – 10 working days. The Supplier shall notify the Eskom contract manager of any occurrence that may possibly result in a delayed report date resulting in failure to comply with the turnaround time of 7 – 10 working days.
- Turnaround time shall form part of KPI for the Supplier and failure to meet the KPI will result in NCR.
- Calibration should be done within 3 weeks after collection from Camden Power Station

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#### **4.7 Reporting the results**

The results of each test, calibration, or series of tests or calibrations carried out by the laboratory shall be reported accurately, clearly, unambiguously and objectively, and in accordance with any specific instructions in the test or calibration methods.

The results shall be reported in a test report or a calibration certificate and shall include all the information requested by Eskom and necessary for the interpretation of the test or calibration results and all information required by the method used.

In the case of tests or calibrations performed in a written agreement with Eskom, the results may be reported in a simplified way. When the test report contains results of tests performed by Suppliers, these results shall be clearly identified.

Final test reports shall contain, at a minimum, the information outlined below.

Eskom may request additional information to be included in the report. Along with the final test report, the laboratory shall maintain a sample case file or be able to assimilate the sample case information described in this document for a period of at least five years after the final test report is issued.

#### **Each report shall include at least the following information:**

- a) Title, e.g., "Test Report", or "Report of Results" or "Laboratory Results";
- b) Name and address of laboratory, location where the analysis was carried out, if different from the address of the laboratory, and name and phone number of contact person for questions;
- c) Unique identification of the report (such as serial number) and of each page, the total number of pages, and a clear identification of the end of the report;
- d) Name and address of customer, where appropriate, and project name if applicable;
- e) Description, condition, and clear identification of the analysed samples;
- f) Date of receipt of the sample(s);
- g) Identification of the validated analytical method used;
- h) Any deviations from, additions to, or exclusions from the analytical method, and any other information relevant to a specific analytical method, such as environmental conditions including the use of relevant data qualifiers;
- i) Identification of the standard(s) or specification(s) relevant to the test (when required by customer);
- j) Where necessary, a statement of compliance/non-compliance with requirements and/or specifications;
- k) Analytical test results, supported by tables, graphs, sketches, and photographs as appropriate, with units of measurement; and any failures identified; and identification of the quantitation limit and reporting units (such as mg/kg with identification of whether data is calculated on a dry weight or wet weight basis);
- l) A signature and title, or an equivalent identification, of the person(s) accepting responsibility on behalf of the laboratory for the content of the report (however produced), and date of issue

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**2. Drawings**

Drawing number	Revision	Title
N/A	N/A	N/A

**3. Specifications**

Title	Date or revision	Tick if publicly available
Employer's Health And Safety Requirements	14 June 2005	
National Environmental Management Act	Act 107 of 1998	
Camden Power Station Health And Safety Specification	Act 15 of 1993	
Eskom Permit To Work System	GGR 0992/ May 2004	
Eskom Camden Site Regulations/ Induction	009/100	
QM58	QM58	
Occupational Health And Safety Act,	Act 83 of 1993	

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
<b>Health and Safety requirements</b>		<b>On request</b>
<b>Environmental requirements</b>		<b>On request</b>
<b>Site regulations and access control</b>		<b>On request</b>
<b><u>Technical specifications:</u></b>		<b>N/A</b>

**4. Constraints on how the Contractor Provides the Works**

**4.1 Meetings**

Provide information about regular meetings to be held such as early warning and compensation event meetings (suggest weekly), safety and planning meetings.

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
<b>Risk register and compensation events</b>	<b>As and when required.</b>	<b><i>Project Managers Office</i></b>	<b><i>Contractor, Supervisor and Project Manager</i></b>
<b>Progress and feedback</b>	<b>As and when required.</b>	<b>Location to be confirmed by the <i>Project Manager</i></b>	<b><i>Employer, Contractor, Supervisor, others as required</i></b>
<b>Early Warning Meeting</b>	<b>As and when required.</b>	<b><i>Project Managers Office</i></b>	<b><i>Contractor, Supervisor, and Project Manager</i></b>
<b>Site (Kick-Off) Meeting</b>	<b>As and when Required</b>	<b><i>Project Managers Office</i></b>	<b><i>Contractor, Supervisor, and Project Manager</i></b>
<b>Safety Meeting</b>	<b>As and when required.</b>	<b><i>Location to be confirmed by the Project Manager</i></b>	<b><i>Employer, Contractor, Supervisor, Safety representatives of Employer and Contractor</i></b>
<b>Commissioning meeting</b>	<b>After completion</b>	<b><i>On the Site</i></b>	<b><i>Contractor, supervisor, and all Eskom relative representative</i></b>
<b>Hand over meeting</b>	<b>After commissioning</b>	<b><i>Project Managers Office</i></b>	<b><i>Contractor, supervisor, and all Eskom relative representative</i></b>

**4.2 Use of standard forms**

NEC3 Engineering & Construction Short Contract (ECSC3) standard templates shall be used at all times in the administration of the contract, for example early warnings and compensation events notifications.

**Section 6.01 4.3 Invoicing and payment**

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

#### **4.4 Records of Defined Cost**

In order to substantiate the Defined Cost of compensation events, the Employer may require the Contractor to 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]. State in what form these records are to be kept and how accessed by the Employer.

#### **(a) 4.5 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)**

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

*[Insert the agreed ASGI-SA Compliance Schedule here]*

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

#### **(b) 4.6 BBBEE and preferencing scheme**

A valid B-BBEE certificate from SANAS accredited verification agency will be required to validate the black ownership contribution level of companies.

#### **(c) Supplier Development Localization & Industrialization (SDL&I)**

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Supplier Development Localization & Industrialization (SDL&I).

**Figure 2: Job Creation**

Number of Jobs to be created	
Number of Jobs to be retained	

The entire above commitment will form part of the contractual terms and conditions and they will be monitored and updated for future business endeavours. The Contractor needs to provide Eskom with detailed implementation plan on how to deliver on the above-mentioned obligation/s.

NB: In the event that the contractor fails to achieve his/her, SDL&I committed targets a penalty clause of 2% shall apply.

The *Contractor* shall keep accurate records and provide the *Project Manager* with reports on the *Contractor's* actual delivery against the above stated SDL&I criteria.

The *Contractor's* failure to comply with his/her SDL&I obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

## **Section 6.02 Subcontracting**

### **(a) Preferred subcontractors**

The *Contractor* submits the proposed condition of contract for each subcontract to the Project Manager for acceptance unless an NEC contract is proposed and the *Project Manager* is agreed that no submission required. The Employer approves the list of sub-contractors whose services may be used during the execution of the works. The *Contractor* provides all the necessary documentation of the Subcontractor before subcontracting any works

### **(b)**

### **(c) Subcontract documentation, and assessment of subcontract tenders**

The use of NEC document is compulsory. Specified constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC document or not and how subcontract tenders are to be issued, received, assessed (using joint report) and awarded.

## **4.7 Facilities to be provided by the Contractor**

State any requirements such as offices on site for the *Employer*.

- All transport i.e. Tractors, Trucks, LDV's (Light Duty Vehicle)
- Accommodation is for the *Contractor's* own account
- All tools must be provided by the *Contractor* for the *works*
- All workshop machinery must be provided by the *Contractor* for the *works*
- All office equipment must be provided by the *Contractor* for the *works*
- Telephone bills will be paid by the *Contractor*
- The *Contractor* must provide working procedures for each activity to the *Employer's Representative* at least 2 weeks prior to outage before work may proceed. This procedure will include "Safe working procedures"
- The *Contractor* must provide all the material needed for the *works*. The safeguarding, care and security of all equipment and materials while the *Contractor* is performing the *works* is the responsibility of the *Contractor*

- If the *Contractor* uses portable two-way radios, the *Employer's Representative* must approve the type and make
- At least one person in the service of the *Contractor* shall be certified competent to inspect scaffolding needed by the *Contractor* for the *works*. Certificates as proof of this will be handed to the *Employer's Representative* after contract award before the *starting date*
- All redundant *Contractors'* material must be moved to allocated sites. No scrap shall be stored in the *Contractor's* yard. Scrap must be cleared of site daily
- The Contractor will make provision for all temporary accesses and utilities required to ensure completion of the Works. This will include but is not limited to:
  - Temporary access roads
  - Provision for temporary site offices
  - Provision for temporary supply of potable water and electricity
  - Storage and/or stockpiling of construction material

Security, if the Contractor deems this to be necessary (the Employer is not held responsible of any loss/damage of equipment or material)

#### **4.8 Title to material from excavation and demolition**

Read clause 70.2 then provide details as required. Particularly relevant in demolition where substantial amounts of copper are involved.

- The Contractor does excavation manually where test results for underground pipes and cables are Inconclusive.
- Read clause 70.2 then provide details as required.
- An excavation permit is required before any excavation is carried out. (If applicable).

#### **4.9 Design by the Contractor**

Paragraph 1 above will have outlined what work is to be designed by the *Contractor* (if any). State here what procedures are required for the submission and acceptance of that design.

All the required designs shall be in accordance with the Technical Specification/SOW (if applicable).

#### **4.10 Cataloguing requirements by the Contractor**

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

Not applicable for this contract.

### **5. Requirements for the programme**

- Contractor submits a signed programme for the Employer's acceptance one week before starting dates.
- The program should be on MS Project format.
- This programme should show the starting dates, access dates, key dates, planned completion dates. The Contractor must submit updated program every weekly.

### **6. Services and other things provided by the Employer**

The employer shall provide power, water, waste disposal areas, lighting and ablution. Any additional lighting requirements around the work area shall be provided by the Contractor. The Contractor shall provide everything else necessary for providing the Works.

The *Employer* will ensure access to the site for personnel qualifying as per the Employers requirements for access control.

The *Employer* will do the induction training for the Contractor.

*Contractor* has submitted the valid Certificate of Compliance.

The *Contractor* adheres to the site services requirements and procedure

- **Potable Water Supply**

- The *Employer* supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the existing points. The Contractor provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the Employer's points of supply to the various points where it is required.

- **Electrical Power Supply**

Power is available at the existing points.

- The *Contractor* provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.
- Contractor's Electrical Distribution Boards complies with OHSAs as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site has a Certificate of Compliance issued by an accredited person.
- The Contractor's electrical distribution boards are installed at the works on a time negotiated with the Supervisor, prior to the possession date.

The *Employer* connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance. All Contractors' Electrical Distribution Boards are earthed to the steel structure of the plant.

- **Toilet Facilities**

- The *Employer* provides the Contractor access to identified existing toilet facilities.

- **Medical Facilities**

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

The Employer recovers the costs incurred, in the use of the above Employer's facilities, from the Contractor.

- **Site yard**

**Camden Power Station – Provision of Occupational Hygiene Laboratory Services and Instrument calibration/repairs**

Unique Identifier:

Revision: **01**

Page: **20 of 14**

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- The *Employer* will provide a site for the Contractor's yard at a location that is indicated to the Contractor. The Contractor provides all the facilities required by him for such a site at his cost (Including fencing of area as per requirements).

The *Contractor* maintains the site to meet the requirements of the health and safety requirements as per the requirements of the Project Manager. The Contractor restores the site to its original state i.e., clean and no rubble. Inspection will be held by the Supervisor and signed off

**Camden Power Station – Provision of  
Occupational Hygiene Laboratory Services and  
Instrument calibration/repairs**

Unique Identifier:

Revision: **01**

Page: **21 of 14**

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## C4: Site Information

### Article VII. C4.1: Information about the *site* at time of tender which may affect the work in this contract

#### Section 7.01 1. Access limitations

The *Contractor* makes his own assessment of and allows in his rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the *works*, or for the requirement of working adjacent to or in the same area as others.

Access to site shall be in line with the Camden Power Station's access procedure. The *Contractor* shall be required to make an application to enter site for the duration of the contract, including the warranty and defect period. A permit shall only be issued once the *Contractor* has attended the safety induction and has undergone medical checks.

All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop. The record must be kept on the OV18 form. No asset shall be removed from site if the OV18 form is not attached.

The *Contractor* shall have no claim against the *Employer* in respect of delay at the security main gate.

All *Contractors'* permits must be returned to Protective Services on completion of the *works*.

#### Equipment

Any equipment, or appliances, used by the *Contractor* conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Project Manager* has the right to stop the *Contractor's* use of any equipment which, in the opinion of *Project Manager*, does not conform to the foregoing.

Off-loading and material handling equipment is not available on site and if required, is to be provided by the *Contractor*.

#### Site Regulations

Note that the speed limit on the site is 40 Km/h. The vehicle permit of any persons contravening any traffic act on site is cancelled.

The *Contractor* complies with the Camden Site Regulations, a copy of which is available for perusal at the *Project Manager's* offices.

Any subject within the authority of the *Project Manager* may be addressed by a Site Regulation. Before work starts on site, an inaugural meeting is held with the *Contractor* and the *Project Manager* to explain all requirements of the Site Regulations.

The *Contractor* allocates staff to be trained and authorised as Responsible Persons according to *Employer's* Plant Safety Regulations and/or High Voltage Regulations. These Responsible Persons are available on site as and when required to take out permits to work.

### **Permits**

Daily meetings shall be held and chaired by the production department to discuss the next days permit requirements. All permit requests are required by 15:00 on the day prior to the permit being required. A 'no work' period between 06:00 and 07:00 is enforced during which the requested changes to the permit take place.

No work commences without the acceptance of the permit to work by the *Contractor's* responsible person and all workers sign the workman's register. The *Contractor* arranges for three people to be appointed as responsible persons for permit requirements. The plant safety regulations course can be done at any Eskom power station but the practical course is Camden specific.

### **Accommodation and Transportation**

The *Contractor* provides his own accommodation and transport for all his employees engaged in the execution of the works. This includes the needs of his subcontractors. The cost for accommodation, as well as for transportation to and from site is included in the Prices. No accommodation is available at Camden Power Station.

### **Security**

The *Contractor* provides security necessary for the protection of the works at all times until the completion of the whole of the *works*.

The *Contractor* is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Camden site pass through the control points at the main access gate and are required to have temporary permits that are issued to *Contractor's* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

If any *Contractor's* staff are transferred from Camden or leave site, the person's permit is handed over to the *Supervisor*. The *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

No firearms, weapons, alcohol, illegal substances and cameras (including cell phones with cameras) are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

No "private work" is carried out for or on behalf of any Eskom employee.

The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside the site are out of bounds to the *Contractor's* staff.

Under no circumstances shall the *Contractor* recruit outside Camden Power Station's security gate. An applicable local office for recruitment shall be used.

## **Safety**

The *Contractor* implements a safety plan and maintains the safety system until the completion of the whole of the *works*. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.

The *employer* has the right to stop the *Contractor's* work activities which, in the opinion of *employer*, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the *Project Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above

## **ENVIRONMENT**

The *Contractor* shall comply with Camden Power Station's environmental management system. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed off in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the *employer* as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land.

### **Section 7.022. Ground conditions in areas affected by work in this contract**

The Camden Site is to be considered as operational at all times and it is the responsibility of the *Contractor* to locate such as electrical cables, water, sewer, storm water, power lines, gas lines, airlines, pipelines, etc from damage during the execution of this contract.

### **Section 7.033. Hidden and other services within the *site***

The Camden Site is to be considered as operational at all times and it is the responsibility of the *Contractor* to locate such as electrical cables, water, sewer, storm water, power lines, gas lines, airlines, pipelines, etc from damage during the execution of this contract.

### **Section 7.044. Details of existing buildings / facilities which *Contractor* is required to work on**

The Camden site is to be considered as operational at all times and it is the responsibility of the *Contractor* to protect all existing plant, buildings and personnel during the execution of this contract.