NEC3 Term Service Contract (TSC3)

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

and **XXXXXXXXXXXX (Pty) Ltd**
Reg 2025/XXXXX/XX

for **KUSILE POWER STATION CALIBRATIONS AND MAINTENANCE OF PLANT PERFORMANCE AND TESTING INSTRUMENTS INCLUDING REPLACEMENTS OF COMPONENTS AND SPARES ON AS AND WHEN BASIS FOR A PERIOD OF FIVE YEARS**

Contents:		**No of pages**
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CONTRACT No. 46000_____

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

		No of pages
C1.1	**Form of Offer and Acceptance**	**[●]**
	[to be inserted from Returnable Documents at award stage]	
C1.2a	**Contract Data provided by the *Employer***	**[●]**
C1.2b	**Contract Data provided by the *Contractor***	**[●]**
	[to be inserted from Returnable Documents at award stage]	
C1.3	**Proforma Guarantees**	**[●]**

C1.1 Form of Offer & Acceptance

Offer

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

KUSILE POWER STATION CALIBRATIONS AND MAINTENANCE OF PLANT PERFORMANCE AND TESTING INSTRUMENTS INCLUDING REPLACEMENTS OF COMPONENTS AND SPARES ON AS AND WHEN BASIS FOR A PERIOD OF FIVE 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 00.0000.00**
	VAT @ 15%	**R 00.0000.00**
	Total Including VAT	**R 00.0000.00**
	Twenty two million five hundred and sixty seven thousand nine hundred and sixty-seven rands and sixty cents	

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: XXXX (Pty) Ltd
XXXXXXXXXX,
XXXXXXXXX,
Witbank
(Insert name and address of organisation)

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: N/A

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)	Thembelani .C. Nani	
Capacity	General Manager- Kusile Power Station	
for the Employer		
Name & signature of witness	**Eskom Holdings SOC Limited** Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank	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
	N/A	N/A

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	XXXXXXXXXXXXX	Thembelani C Nani
Capacity	Director	General Manager
On behalf of	**XXXXXXXXXXXX (Pty) Ltd** XXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXX, Witbank	**Eskom Holdings SOC Limited** Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* 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
		X20: Key performance indicators
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[1] (TSC3)	
10.1	The *Employer* 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**
	Tel No.	**011 800 8111**
	Fax No.	**[●]**
10.1	The *Service Manager* is (name):	**Nkosingiphile Ntusi**
	Address	**Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank**
	Tel	**013 699 7781**
	Fax	**N/A**
	e-mail	**NtusiNr@eskom.co.za**

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

11.2(2)	The Affected Property is	**Kusile Power Station**
11.2(13)	The *service* is	**FOR THE PROVISION OF KUSILE POWER STATION CALIBRATIONS AND MAINTENANCE OF PLANT PERFORMANCE AND TESTING INSTRUMENTS INCLUDING REPLACEMENTS OF COMPONENTS AND SPARES ON AS AND WHEN BASIS FOR A PERIOD OF FIVE YEARS**
11.2(14)	The following matters will be included in the Risk Register	**1. Community unrest around Kusile site** **2. Technician incompetency**
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 *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**1 week**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**One weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**19 January 2026**
30.1	The *service period* is	**60 Months**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The *assessment interval* is	**25th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**Four weeks after invoice submitted and processed**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters**

		Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	**Compensation events**	**Any work or task undertaken outside the agreed scope of work** **Any work or task undertaken outside the agreed price list**
7	**Use of Equipment Plant and Materials**	**Contractor to provide their equipment, tools where applicable plant. Third party equipment, tools and plant used at own risk**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	Poor response time by Contractor. Poor quality of material of construction Contraventions to emissions licences
9	**Termination**	**Should the contractor fail to comply to the following requirements the Employer reserves a right to terminate the contract.** • **Should the contractor fail to report to site as expected without notifying the employer 1 week before work commences.** • **Should the contractor fail to calibrate, repair, refurbish or replace Cegrits samplers as per the instruction from the Employer.** • **Should the contractor or one of the contractors' employees contravene any Eskom lifesaving rules.** • **Should the contractor fail to provide the resources with required qualifications.** • **Should the contractor fail to report any crime witnessed in the station during the period employment period.** • **Should the contractor fail to maintain a monthly target of 3, failure to which Employer to issue early warning to the Service Provider for the service provider to mitigate. Subsequent to the early warning being issued and the target is still at level 2 or less the Employer shall send the contract for review and termination process to resume**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no	**Four weeks / one month**

	longer than	

11 Data for Option W1

W1.1	The *Adjudicator*	**The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	**[●]**
	Tel No.	**[●]**
	Fax No.	**[●]**
	e-mail	**[●]**
W1.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.**
W1.4(2)	The *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
	The place where arbitration is to be held is	**Republic of South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The *base date* for indices is March 2022 — **As per the SEIFSA index and inflation**

The proportions used to calculate the Price Adjustment Factor are:	**Proportion %**	**linked to index for**	**Index prepared by SEIFSA or any applicable index**
Fixed	**15**	**SEIFSA**	**L2A**
Travel	**10**	**SEIFSA**	**L2A**
Labour	**75**	**SEIFSA**	**C3**

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 *service level table* is in	**Annexure A**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.00 (Zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date** **and** • **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles**
X18.4	The *Contractor*'s total liability to the *Employer*, 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 *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**12 months after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**One week of receiving the Task Order**
X20	**Key Performance Indicators (not used when Option X12 applies)**	
X20.1	The *incentive schedule* for Key Performance Indicators is in	**KPIs are in Annexure of this Contract Data** **KPI's details as follows:**

		1 - floor, not acceptable performance **2 - Kick, meeting some expectations** **3 - Target, meeting expectations** **4 - Stretch, exceeding expectation** **5 - Ceiling, exceptional performance** **Service provider shall maintain a monthly target of 3, failure to which Employer to issue early warning to the service provider for the service provider to mitigate. Subsequent to the early warning being issued and the target is still at level 2 or less the Employer shall send the contract for review and termination process to resume.** **Key Performance Indicators will be evaluated monthly.**
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	**Monthly**
Z	**The *additional conditions of contract* 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 *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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 lir of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

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

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

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer*'s 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.

Z15.1 Supplier Development Localization and Industrialization

XXXXXXXXXXXXX(Pty) Ltd committed the following:

- Community Service Investment (CSI) of X%

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The *Contractor* is (Name):	**XXXXXXXXXXX (Pty) Ltd**
	Tel No.	+27 (0) 00000000000
	Fax No.	**N/A**
11.2(8)	The *direct fee percentage* is	**0%**
	The *subcontracted fee percentage* is	**0%**
11.2(14)	The following matters will be included in the Risk Register	**As per contract**
11.2(15)	The Service Information for the *Contractor*'s plan is in:	**C3.1**
21.1	The plan identified in the Contract Data is contained in:	**C3.2**
24.1	The key people are:	
	1 Name:	
	Job:	**Director**
	Responsibilities:	**Contract Manager**
	Qualifications:	**Technical Qualification minimum 3 years**
	Experience:	**10 years or more relevant experience for similar**
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key person's data including CVs) are in the Contract data.
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	**C2.2**
11.2(19)	The tendered total of the Prices is	**R 00 0000.00**

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The *price list*	**[●]**

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 *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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*

						17-Jun-25
	#REF!					
Item No	**Description**	**Unit**	**No Off**	**Qty**	**Rate**	**Amount**
	ITEM 1					
1	**PRELIMINARY AND GENERALS**					
1.1	Safety File	Once off	1	1		R -
1.2	Collection of damaged instruments from Kusile Power Station (4 Ton Truck)	Yearly	20	5		R -
1.3	Delivery of repaired instruments to Kusile Power Station (4 Ton Truck)	Yearly	20	5		R -
1.4	Entry Medicals (Driver and Two Assistants)	Yearly	3	5		R -
1.5	Exit Medicals (Driver and Two Assistants)	Once off	3	1		R -
	Sub-Total for Item 1 (Preliminary and Generals) carried to Summary					**R -**

Item No	Description	Unit	Qty	Calibration Frequency	Rate	Amount
	ITEM 2					
2	**FLUE GAS ANALYSERS (Calibrated 2x per Year)**					
2.1	Testo 340 Gas Analysers	Bi-Annually	8	10		R -
2.2	Testo 350 Gas Analysers	Bi-Annually	2	10		R -
2.3	Testo 400 Gas Analysers	Bi-Annually	5	10		R -
2.4	DR Fiditch Gas Analysers	Bi-Annually	3	10		R -
	Sub-Total for Item 2 (Flue Gas Analysers) carried to Summary					**R -**
	ITEM 3					
3	**TESTING PROBES (Calibrated 2x per Year)**					
3.1	S-Type Pitot Tube for Traversing	Bi-Annually	20	10		R -
3.2	L-Type Pitot Tube for Traversing	Bi-Annually	8	10		R -
3.3	Heated Smokestack Probe for Traversing	Bi-Annually	2	10		R -
	Sub-Total for Item 3 (Testing Probes) carried to Summary					**R -**
	ITEM 4					
4	**TEMPERATURE MEASUREMENTS (Calibrated 2x per Year)**					
4.1	Thermocouple Compensation Lead	Bi-Annually	4	10		R -
4.2	Thermocouple for Traversing	Bi-Annually	15	10		R -
4.3	Temperature Gun	Bi-Annually	2	10		R -
4.4	IR Camera	Bi-Annually	3	10		R -
4.5	Hygrometer Dew Point	Bi-Annually	2	10		R -
4.6	Humidity Meter	Bi-Annually	2	10		R -
4.7	Wet Bulb Thermometer	Bi-Annually	1	10		R -
4.8	Temperature Indicator/Thermometers	Bi-Annually	3	10		R -
	Sub-total Item 4 (Temperature Measurements) carried to Summary					**R -**
	ITEM 5					
5	**PRESSURE MEASUREMENTS (Calibrated 2x per Year)**					
5.1	Pressure Transmitter	Bi-Annually	10	10		R -
5.2	Barometer	Bi-Annually	4	10		R -
5.3	Testo 512 Manometer	Bi-Annually	7	10		R -
5.4	Precision Manometer	Bi-Annually	2	10		R -
5.5	Comark Pressure Meter	Bi-Annually	1	10		R -
5.6	Pressure Gauge 1.6mpa	Bi-Annually	3	10		R -
5.7	Pressure Gauge 600bar	Bi-Annually	2	10		R -
5.8	Pressure Gauge 160 KPa	Bi-Annually	3	10		R -
5.9	Pressure Gauge 25bar	Bi-Annually	1	10		R -
5.10	Pressure Gauge 60bar	Bi-Annually	2	10		R -
	Sub-total Item 5 (Pressure Measurements) carried to Summary					**R -**
	ITEM 6					
6	**FLOW MEASUREMENTS (Calibrated 2x per Year)**					
6.1	Flexim Ultrasonic Fluxus Flowmeter	Bi-Annually	3	10		R -
6.2	Transducers (3 Sets)	Bi-Annually	3	10		R -
6.3	Wall Thickness Probe	Bi-Annually	3	10		R -
	Sub-total Item 6 (Flow Measurements) carried to Summary					**R -**
	ITEM 7					
7	**SPEED MEASUREMENTS & OTHER INSTRUMENTS (Calibrated 2x per Year)**					
7.1	Tachometer	Bi-Annually	3	10		R -
7.2	Strobe light	Bi-Annually	2	10		R -
7.3	CSI Vibration Analyser	Bi-Annually	3	10		R -
7.4	Thickness gauge	Bi-Annually	1	10		R -
7.5	Helium Leak Detector	Bi-Annually	2	10		R -
7.6	Hydrogen Leak Detector (sniffer)	Bi-Annually	2	10		R -
7.7	Endoscope borescope inspection	Bi-Annually	2	10		R -
7.8	Isokinetic PF Sampler	Bi-Annually	2	10		R -
7.9	Data Logger	Annually	2	5		R -
7.10	40L Digital Drying Oven, Automatic Temperature Control	Annually	1	5		R -
7.11	Mettler Toledo Karl Fischer Mass Balance Machine	Bi-Annually	1	10		R -
7.12	Mettler Toledo Karl Fischer Coulometer C20S Titration Cell	Bi-Annually	1	10		R -
7.13	Fluke Acoustic Imager	Bi-Annually	1	10		R -
7.14	Dwyer Manometer	Bi-Annually	2	10		R -
7.15	Alarm Hygrometer Testo 608-H2	Bi-Annually	1	10		R -
7.16	Isokinetic Dust Sampler	Bi-Annually	6	10		R -
7.17	GMD Pump	Bi-Annually	2	10		R -
7.18	DR Fiditch Gas analyser/Horiba PG350E	Bi-Annually	3	10		R -
	Sub-Total for Item 7 (Speed Measurements & Other Instruments) carried to Summary					**R -**

Item No	Description	Unit	Qty	Maintenance & Repairs Frequency	Rate	Amount
	INSTRUMENTS REQUIRING MAINTENANCE AND/OR REPAIRS (As and When Reqiuired)					
	ITEM 8					
8	**FLUE GAS ANALYSERS**					
8.1	Testo 340 Gas Analysers	AdHoc	8	1		R -
8.2	Testo 350 Gas Analysers	AdHoc	2	1		R -
8.3	Testo 400 Gas Analysers	AdHoc	5	1		R -
8.4	DR Fiditch Gas Analysers	AdHoc	3	1		R -
	Sub-Total for Item 8 (Flue Gas Analysers) carried to Summary					**R -**
	ITEM 9					
9	**TESTING PROBES**					
9.1	S-Type Pitot Tube for Traversing	AdHoc	20	1		R -
9.2	L-Type Pitot Tube for Traversing	AdHoc	8	1		R -
9.3	Heated Smokestack Probe for Traversing	AdHoc	2	1		R -
	Sub-Total for Item 9 (Testing Probes) carried to Summary					**R -**
	ITEM 10					
10	**TEMPERATURE MEASUREMENTS**					
10.1	Thermocouple Compensation Lead	AdHoc	4	1		R -
10.2	Thermocouple for Traversing	AdHoc	15	1		R -
10.3	Temperature Gun	AdHoc	2	1		R -
10.4	IR Camera	AdHoc	3	1		R -
10.5	Hygrometer Dew Point	AdHoc	2	1		R -
10.6	Humidity Meter	AdHoc	2	1		R -
10.7	Wet Bulb Thermometer	AdHoc	1	1		R -
10.8	Temperature Indicator/Thermometers	AdHoc	3	1		R -
	Sub-Total for Item 10 (Temperature Measurements) carried to Summary					**R -**
	ITEM 11					
11	**PRESSURE MEASUREMENTS**					
11.1	Pressure Transmitter	AdHoc	10	1		R -
11.2	Barometer	AdHoc	4	1		R -
11.3	Testo 512 Manometer	AdHoc	7	1		R -
11.4	Precision Manometer	AdHoc	2	1		R -
11.5	Comark Pressure Meter	AdHoc	1	1		R -
11.6	Pressure Gauge 1.6mpa	AdHoc	3	1		R -
11.7	Pressure Gauge 600bar	AdHoc	2	1		R -
11.8	Pressure Gauge 160 KPa	AdHoc	3	1		R -
11.9	Pressure Gauge 25bar	AdHoc	1	1		R -
11.10	Pressure Gauge 60bar	AdHoc	2	1		R -
	Sub-Total for Item 11 (Pressure Measurements) carried to Summary					**R -**
	ITEM 12					
12	**SPEED MEASUREMENTS & OTHER INSTRUMENTS**					
12.1	Tachometer	AdHoc	3	1		R -
12.2	Strobe light	AdHoc	2	1		R -
12.3	CSI 2140 Vibration Analyser	AdHoc	3	1		R -
12.4	Thickness gauge	AdHoc	1	1		R -
12.5	Helium Leak Detector	AdHoc	2	1		R -
12.6	Hydrogen Leak Detector (sniffer) NB: b	AdHoc	2	1		R -
12.7	Endoscope borescope inspection	AdHoc	2	1		R -
12.8	Isokinetic PF Sampler	AdHoc	2	1		R -
12.9	Data Logger	AdHoc	2	1		R -
12.10	Digital Drying oven 40L, automatic temperature control	AdHoc	1	1		R -
12.11	Mettler Toledo Karl Fischer Mass Balance Machine	AdHoc	1	1		R -
12.12	Mettler Toledo Karl Fischer Coulometer C20S Titration Cell	AdHoc	1	1		R -
12.13	Fluke Acoustic Imager	AdHoc	1	1		R -
12.14	Dwyer Manometer	AdHoc	2	1		R -
12.15	Alarm Hygrometer Testo 608-H2	AdHoc	1	1		R -
12.16	Isokinetic Dust Sampler	AdHoc	6	1		R -
12.17	GMD Pump	AdHoc	2	1		R -
12.18	DR Fiditch Gas analyser/Horiba PG350E	AdHoc	3	1		R -
	Sub-Total for Item 12 (Speed Measurements & Other Instruments) carried to Summary					**R -**
	ITEM 13					
13	**FLOW MEASUREMENTS**					
13.1	Flexim Ultrasonic Fluxus Flowmeter	AdHoc	3	1		R -
13.2	Transducers (3 Sets)	AdHoc	3	1		R -
13.3	Wall Thickness Probe	AdHoc	3	1		R -
	Sub-Total for Item 13 (Flow Measurements) carried to Summary					**R -**

	SUMMARY					
ITEM 1	PRELIMINARY AND GENERALS					R -
ITEM 2	FLUE GAS ANALYSERS (Calibrated 2x per Year)					R -
ITEM 3	TESTING PROBES (Calibrated 2x per Year)					R -
ITEM 4	TEMPERATURE MEASUREMENTS (Calibrated 2x per Year)					R -
ITEM 5	PRESSURE MEASUREMENTS (Calibrated 2x per Year)					R -
ITEM 6	FLOW MEASUREMENTS (Calibrated 2x per Year)					R -
ITEM 7	SPEED MEASUREMENTS & OTHER INSTRUMENTS (Calibrated 2x per Year)					R -
ITEM 8	FLUE GAS ANALYSERS					R -
ITEM 9	TESTING PROBES					R -
ITEM 10	TEMPERATURE MEASUREMENTS					R -
ITEM 11	PRESSURE MEASUREMENTS					R -
ITEM 12	SPEED MEASUREMENTS & OTHER INSTRUMENTS					R -
ITEM 13	FLOW MEASUREMENTS					R -
					FINAL SUMMARY TOTAL	R -

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	
C3.2	*Contractor*'s Service Information	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

1. Description of the service

1.1 Executive overview

Calibration is fundamental to quality assurance programs. It verifies that instruments are performing within specified tolerances and can detect any deviations early, preventing potential defects or errors in process operations or services. Accurate and reliable instrumentation data serves as the foundation for data-driven decision-making and process optimization by ensuring the quality, integrity of performance data, the plant trends, optimize operational parameters, and implement continuous improvement initiatives effectively

1.2 Employer's requirement for the service

1.2.1 Scope and Accreditation

The scope of work focusing on calibrations, repairs, replacements, maintenance, and the adoption of new technologies demonstrates a commitment to enhancing plant performance, reliability, and innovation. By maintaining high standards in instrumentation management at Kusile Power Station, the plant can achieve operational efficiency, compliance with regulatory standards, and sustained competitiveness in the marketplace. Embracing the latest technologies and innovations in instrumentation enhances the plant's capability to adapt to evolving industry standards and customer requirements. This proactive approach fosters innovation within the organization and supports strategic initiatives for operational excellence.

The document aims to provide guidelines to enhance key performance indicators such as thermal efficiency, EAF (Energy Availability Factor) and PCLF (Planned Capability Loss Factor). These metrics directly impact operational efficiency and overall plant productivity by minimizing unplanned downtime and optimizing equipment utilization. By establishing proper governance frameworks and rigorous testing protocols for analysers, the document ensures the integrity and reliability of measurement data. This is crucial for maintaining accuracy in process control and compliance with regulatory standards. Such initiative involves proactive monitoring of instrument health, early detection of potential issues, and swift remedial actions to prevent capacity losses

1.1.1.1 Governance and Testing Integrity:

a) Establishing proper governance frameworks ensures that analyser testing, and verification processes adhere to standardized protocols and industry best practices.
b) Ensuring testing integrity guarantees the accuracy and reliability of data collected from Cegrits samplers, which is crucial for making informed operational decisions.

1.1.1.2 Achievement of Plant Performance Outputs (EAF, PCLF):

a) Enhanced governance and accurate analyser data contribute to improving key performance indicators such as Energy Availability Factor (EAF) and Plant Capability Loss Factor (PCLF).
b) By optimizing operational efficiency, the plant can maximize its performance outputs and operational effectiveness.

1.1.1.3 Document Utilization and Impact:

a) The document serves as a comprehensive resource for managing analyzer operations, facilitating continuous improvement initiatives, and maintaining compliance with regulatory requirements.
b) It guides the implementation of strategies to optimize plant performance, reduce environmental footprint, and enhance overall operational sustainability.

1.1.1.4 Long-term Benefits:

a) By focusing on governance, testing integrity, and utilizing analyzer data effectively, Kusile Power Station can achieve long-term benefits such as enhanced operational reliability, reduced operational costs, and improved stakeholder confidence.
b) These efforts contribute to the station’s commitment to sustainability, operational excellence, and meeting regulatory expectations.

1.2.1 Reporting Requirements

a) The Contractor shall come on site collection and calibration of all testing instruments. This is not limited for any changes regarding to local or gloal market changes.

1.2.2 Interpretation and Terminology

Abbreviation	Explanation
CV	Curriculum Vitae
EAF	Energy Availability Factor
ISO	International Organization for Standardization
NEC	New Engineering Contract
PCLF	Plant Capability Loss Factor
P&T	Performance and Testing Section
SOW	Scope of Work
STEP	Station thermal efficiency program
SEIFA	Socio-Economic Indexes for Areas

2. Management strategy and start up.

2.1 The *Contractor*'s plan for the *service*

In the TSC3 the *Contractor*'s plan is his "design" for performing the *service* throughout the *service period*. The contractor will be required to submit his plan on a weekly or monthly basis and the plan must align to Routine Calibration frequencies as per employers request. This may change depending on the failure rate and deterioration of the testing analysers.

2.1 Management meetings

The *conditions of contract* (e.g., Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However, the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed 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 contractor may be requested to attend any urgent meeting to provide their expertise as in when required
- The contractor shall attend monthly executive SHEQ meetings requested by the Employer
-

The *Contractor* reports the overall progress and as a minimum requirement, the following is addressed:

i. *Contractor's* current activity progress and planned finish dates
ii. Current and projected manpower by class
iii. Health, safety and quality Management
iv. The progress of any other relevant activities
v. To discuss any technical or commercial issues
vi. Problem areas or concerns

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:**
KPI Feedback	Monthly (Employer will communicate)	Monthly (Employer will communicate)	Employer and Contractor managers
Risk registers and compensation events	Monthly or ADHOC depending on the conditions	Venue determined by the *Project Manager*	Relevant appointed members of a Risk or and Compensation event committee
Planning Meetings (including integration meetings with Others). The *Project Manager* and *Contractor* will discuss all key issues that will be required during the contract duration. The *Project Manager* will call the *Contractor* anytime should there is a need of any required discussion	At the beginning of the Contract.	Venue determined by the *Project Manager*	*Employer*, *Contractor*, *Supervisor*, Planners and Others as determined by the *Project Manager*
Safety Meetings/ Contractors SHE Meetings	Monthly	Venue determined by the *Project Manager*	*Employer*, *Contractor*, *Supervisor,* SHE Officers and Others as determined by the *Project Manager*
Payment Assessment Meeting	ADHOC	Venue determined by the *Project Manager*	*Employer*, *Contractor*, *Supervisor*, Quantity Surveyor and Others as determined by the *Project Manager*

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

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

2.2 Contractor's management, supervision and key people

- The Contractor's supervisor shall communicate any constraints experienced during the duration of the contract to the service manager.

2.3 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer*'s right to termination stated in this contract.

2.4 Documentation control

All communications will be in a form of writing. Reports will be submitted via email. Employer will provide a standard report template that the contractor use and the Employer reserves a right to revise the template at any given point.

2.5 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

The *Contractor* shall address the tax invoice to

_____

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager;*
- The contract number and title;
- *Contractor*'s VAT registration number;
- The *Employer*'s VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
-

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.6 Contract change management

N/A

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

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor*'s record keeping for the purpose of compensation event management.

2.8 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.9 Training workshops and technology transfer

The Contractor shall conduct site training on a minimum of 15 employees in case where there are recent technologies or market developments for the testing machines

2.10 Design and supply of Equipment

- N/A

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

2.11.1 Equipment

N/A.

2.11.2 Information and other things

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

2.12 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.
Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

3. Health and safety, the environment and quality assurance

3.1 Health and Safety risk management

The Contractor shall comply with the Safety criteria and constraints as follows:
- Baseline SHE Risk assessment
- Valid letter of good standing
- SHE Policy
- Proof of SHE Competency
- Acknowledgement of Eskom rules and Regulations

3.2 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated as follows:
- Environmental Policy

- Aspect and impact register or an environmental management plan (relevant to the scope of work)

- Environmental Management System Certificate (if certified) if not, an environmental management system manual or procedures

- Waste Management Plan

- Proof of training of persons performing activities that could have significant impact on the environment

3.3 Quality assurance requirements

The Contractor shall comply with the environmental criteria and constraints stated as follows:

- Quality Management System. (ISO 9001 or other QMS implimented)
- Evidence of QMS in operation: NCR's, CA , defined roles, responsibilities & authorities and Control of Externally Provided Processes, Products and Services
- Proposed project/contract quality plan (ISO 10005 guidelines)
- Draft Quality Control plan (QCP) as per and ISO 10005
- Customized requirements. 240-105658000 Form A, and other requirements as per Scope of work

4. Procurement

Not Applicable, no disallowed cost

4.1 People

4.1.1 Minimum requirements of people employed

The Contractor agreed to recruit local and also train one operator and two samplers in the local tertiary institution.

4.1.2 BBBEE and preferencing scheme

The Contractor is a BBBEE Level 1

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

Not Applicable

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not Applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not Applicable

4.2.3 Limitations on subcontracting

Not Applicable

4.2.4 Attendance on subcontractors

Not Applicable

4.3 Plant and Materials

4.3.1 Specifications

The nature of the service does not require the Contractor to provide any specification except the recommended action to prevent the burning and production losses and the Contractor shall provide own testing equipment with the specifications

4.3.2 Correction of defects

The Contractor will be required to recommend based on the risk of the coal conditions during or after completion an activity. This will require various strategies to prevent the burning of coal before entering the boiler.

4.3.3 Contractor's procurement of Plant and Materials

There will no any installations that will be required to be performed by a Contractor

4.3.4 Tests and inspections before delivery

.
All testing equipment's will be checked prior acceptance from calibration laboratories.

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

Not Applicable.

4.3.6 Cataloguing requirements by the Contractor

Not applicable

5. Working on the Affected Property

The Contractor shall ensure that he/she is fully conversant with the requirements of this document, specifications and all relevant health and safety, and agree to those terms and conditions, consistently demonstrate his/her competence and the adequacy of his/her resources to perform the duties as required by Eskom in terms of the contract specifications before commencing work

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

The Contractor shall adhere to Eskom Regulations and requirement for site access. Eskom risks & assurance will assist for the security by stipulating all the rules and requirement of sites.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

5.2 People restrictions, hours of work, conduct and records

The Contractor shall come on site with through Service Managers authority. All changes must be reported urgently to service manager or contract supervisor before leaving site

5.3 Health and safety facilities on the Affected Property

Refer from 2.3

5.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

5.5 Cooperating with and obtaining acceptance of Others

Not Applicable

5.6 Records of Contractor's Equipment

There will be no equipment's on site that will be stored by the Contractor

5.7 Equipment provided by the Employer

None except the access at Stockyard. The Coal supervisor must be notified by the Service Manager or Contract Supervisor prior an activity to commence to ensure a safe working condition

5.8 Site services and facilities

5.8.1 Provided by the Employer

The Contractor shall make provision for carrying out of all quality control testing required in terms of the works involved.
The Contractor shall use of approved external accredited laboratories and/or laboratories for the calibration certificates

5.8.1 Provided by the Contractor

N/A.

5.9 Control of noise, dust, water and waste

Not applicable

5.10 Hook ups to existing works

N/A

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Calibration of testing instruments

5.11.2 Materials facilities and samples for tests and inspections

Not Applicable

List of drawings

Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title