



## NEC3 Term Service Contract (TSC3)

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

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

for **MAINTENANCE SERVICES FOR THE WEIGH BRIDGE  
USED AT LETHABO POWER STATION OVER A FIVE  
(5) YEAR PERIOD**

Contents:	No of pages
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Part C3 Scope of Work	[•]

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

## PART C1: AGREEMENTS & CONTRACT DATA

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Contents:	No of pages
<b>C1.1 Form of Offer and Acceptance</b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
<b>C1.2b Contract Data provided by the <i>Contractor</i></b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.3 Proforma Guarantees</b>	<b>[•]</b>

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## C1.1 Form of Offer & Acceptance

### Offer

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

### MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD

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 or C	The offered total of the Prices exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Eskom Holdings SOC Ltd,  
Lethabo Power Station  
Deneysville Vaaldam Road  
Vereenging  
1930

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

**For the tenderer:****For the Employer**

Signature

Name

Capacity

On behalf  
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &  
signature  
of witness

Date

## C1.2 TSC3 Contract Data

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

**[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]**

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>

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

10.1	The <i>Service Manager</i> is (name):	<b>Sikhona Cele</b>
	Address	<b>Lethabo Power Station Deneysville Road Viljoensdrift</b>
	Tel	<b>016 – 457 5545</b>
	e-mail	<b>celesp@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Lethabo Power Station</b>
11.2(13)	The <i>service</i> is	<b>MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD</b>
11.2(14)	The following matters will be included in the Risk Register	<b>[•]</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>[•] weeks</b>
2	<b>The <i>Contractor's</i> main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>[•] weeks of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>[•]</b>
30.1	The <i>service period</i> is	<b>[•]</b>
4	<b>Testing and defects</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the [•] day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>[•] weeks.</b>
51.4	The <i>interest rate</i> is	<b>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)</b>

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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [●] 2. [●] 3. [●]
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	[●] weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	To be advised when necessary
	Address	[●]
	Tel No.	[●]

	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	To be advised when necessary
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	[•].
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index for Index prepared by
		0. [•] [•]
		0. [•] [•]
		0. [•] [•]
		0. [•] [•]
		0. [•] [•]
		[•] non-adjustable
		1.00
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	[•]
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	[•] days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

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

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

**Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information

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

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

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

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

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

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

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

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

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer’s* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

**Z7.3** The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

## **Z8 Notifying compensation events**

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

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

## **Z9 Employer's limitation of liability**

**Z9.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

## **Z11 Ethics**

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

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

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

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

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

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

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

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

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

**Action** Fraudulent Action or Obstructive Action.

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

**Z12 Insurance**

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

- Insurance cover**
- 83
- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials)	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b>

and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 12.2 Replace core clause 86 with the following:****Insurance by the Employer**

86

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

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

**Z13 Nuclear Liability**

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

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

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the

aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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

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

## **Z14 Asbestos**

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

<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.

## C1.2 Contract Data

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

**[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)**

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

#### Notes to a tendering contractor:

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

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

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

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

Qualifications:

Experience:

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

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

**Part 2: Pricing Data**  
**TSC3 Option A**

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> <li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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.

**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD**C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
1.	Perform an end middle end test to ensure the corners are still in specification.	No.	10		
2.	Inspection and service all load cell parts will be inspected and be greased where necessary (e.g., Ball and cup & strut buttons.)	No.	20		
3.	Inspect of load cell cable and ground cables are secure.	No.	20		
4.	Cleaning of all load receptors	No.	10		
5.	Inspect and ensuring all gaps and stop clearances are according to specification as by metrology regulations.	No.	20		
6.	Inspect base plates. Tufnols and surrounding structures of weighbridge.	No.	20		
7.	Inspect and ensuring that the movement of the loading base is correct.	No.	20		
8.	Test voltage reading to indicator if correct including Lightning Protection Unit.	No.	10		
9.	Bolts and Nuts to be torqued to the correct Torque Settings. (Refer to the Standard for Tightening Torque for Standard Bolts and Nuts).	No.	10		
10.	Calibration of Weighbridge On-site (NB. CALIBRATION Must Be Done by An Approved LMI Person!)	No.	10		
11.	Health and Safety.	Item	1		

The total of the Prices

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### Part 3: Scope of Work

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C3.1 C3.2	This cover page <i>Employer's Service Information</i> <i>Contractor's Service Information</i>	1
	Total number of pages	

**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD****C3.1: Employer's service Information****Contents**

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Otherwise insert list of contents manually.

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**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD****1. Description of the service****1.1 Executive overview**

Lethabo Power Station has always made use of an external service provider for the Maintenance of the Weigh Bridge as and when required by means of a Purchase Order. The intention is to acquire a complete Maintenance Services Contract with a service provider who will take responsibility of the Preventative and Corrective related maintenance activities that need to be executed on the Weigh Bridge. The preventative maintenance activities are the Calibration of the Weigh Bridge and the inspection of the C&I instrumentation associated to the Weigh Bridge. The corrective maintenance task will be dependent on the nature of the breakdown. The scope of the works shall be executed at Lethabo Power Station

**1.2 Employer's requirements for the service*****Maintenance services for the Weigh Bridge.***

The contractor shall provide the maintenance services required for the Weigh Bridge at Lethabo Power Station. It is important to note that the load cell tilt is regulated by the total weighbridge movement, which is only set by adjustable physical stops usually fitted to the ends of the weighbridge. These end stops need regular adjustment due to seasonal temperature variations that can significantly affect end stop clearances. Weighbridges expand in length during the hotter months and the end stop clearances are increased to prevent weighing errors. Conversely during the cooler months as the weighbridge shrinks, the end stops need adjusting to prevent excessive weighbridge end movements. End stops need to be adjusted correctly to avoid a shortening of load cell life expectancy. Heavy braking and excessive acceleration of trucks can damage the end stop hardware, resulting in increased weighbridge end clearances. The hardened steel cups fitted to the top and bottom of load cells as well as the load cell peddles need to be inspected regularly for damaged caused by excessive loadings and excessive weighbridge movement. The entry of dust and dirt into the cups can form a grinding paste when mixed with the grease and quickly render both the cups and the load cell inoperable. The services to be provided by the contractor consist of two components as indicated below.

**1.2.1 Preventative Maintenance Activities:**

1. Perform an end middle end test to ensure the corners are still in specification.
2. Inspection and service all load cell parts will be inspected and be greased where necessary (e.g., Ball and cup & strut buttons).
3. Inspect of load cell cable and ground cables are secure.
4. Cleaning all load receptors.
5. Inspect and ensuring all gaps and stop clearances are according to specification as by metrology regulations.
6. Inspect base plates. Tufnols and surrounding structures of weighbridge.
7. Inspect and ensuring that the movement of the loading base is correct.
8. Test voltage reading to indicator if correct.
9. Bolts and Nuts to be torqued to the correct Torque Settings. (Refer to the Standard for Tightening Torque for Standard Bolts and Nuts).
10. Calibration of Weighbridge On-site (NB. Must Be Done by An Approved LMI Person!)

**NOTE: For the Calibration of Weighbridge on site:**

1. Zero calibration test - empty weighbridge platform is tared and calibrated to zero.
2. Load cell eccentricity test. All load cells in a weighbridge may produce unequal output which gives corner error and result weight error on every weighment. A general thumb rule for eccentricity test is to test each load cell with the desired or specific load.
3. Total weighbridge capacity / no. of load cells. for example, a weighbridge with a capacity of 60 tones with 6 load cells may be tested, i.e., each load cell with 10 tones weights.
4. Test range - it is very important to calibrate the weighbridge with maximum known weight. general thumb rule to calibrate any weighbridge system is with 10% of its total capacity. for example, a 60 tones weighbridge may be calibrated with 6 tones reference standard test weights.
5. Test linearity - to test the entire weighbridge capacity with reference standard test weights along with

**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD**

dummy loads.

6. Test repeatability - to ensure the repeatability of the weighbridge system by ensuring that the same weight is always displayed when applying a given calibrated load in any direction.
7. Certify that bridge is safe to use.

**NOTE: Quality Control Plan (QCP) shall be in place to ensure the following:**

1. Cleaning all load receptors.
2. Inspect and ensuring all gaps and stop clearances are according to specifications as by metrology regulation.
3. Inspect deck plates, ensuring all nuts and bolts are tighten and torque to the correct torque values calibrate torque wrench (certificate).
4. Inspect to ensure that the movement of the loading base is correct.
5. Test voltage reading to indicator if correct.
6. Zero calibration test.
7. Total weight bridge capacity / no. of load cells.
8. Test range.
9. Test linearity.
10. Test repeatability.
11. Certify that bridge is safe to use.

**1.2.2 To provide a maintenance service support on an ad-hoc basis – as and when required**

1. To attend to unplanned breakdowns where corrective action is required to ensure that the Weigh Bridge is returned to service with a minimum downtime. A response time of no longer than 48 hours is required.
2. Provide the necessary resources such as manpower, spares, test equipment, etc. required to attend to the breakdown and to execute the necessary corrective actions to ensure that the Weigh Bridge is returned to service with a minimum downtime.
3. To provide Lethabo Power Station Maintenance Department with any recommendations to improve the reliability, availability, and maintainability of the weigh bridge

**1.3 Interpretation and terminology**

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
C&I	Control & Instrumentation
EMP	Environmental Management Plan
ISO	International Organization for Standardization
OHSA	Occupational Health and Safety Act
PPE	Personal Protective Equipment
QCP	Quality Control Plan

**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD****2. Management strategy and start up****2.1 The Contractor's plan for the service**

The periodicity of the maintenance services, i.e., calibration and inspection of the weigh bridge shall be dependent on the Maintenance Strategy, i.e., the frequency at which these tasks are expected to be executed. The calibration of the weigh bridge shall be executed twice a year whilst the inspection shall be executed at least three times a year. The Contractor to show the contract manager the following:

- Starting and the end date of the *service period*.
- Order and timing of the Work of the *Employer*
- Provisions for: - time risk allowances, health and safety requirements – onsite calibration on an urgent / ad-hoc basis.
- Access to the Site/Affected Property as stated in the Service Information
- Acceptances
- Office space, equipment and other things to be provided by the *Employer* in the event of the need for onsite calibration
- A statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use.
- Other information which the Service Information requires the *Contractor* to show on a plan submitted for acceptance.

The contractor shall report directly to the Contracts Manager. The Contracts Manager shall inform the contractor as to when the maintenance services shall be required. The execution of the preventative maintenance tasks/services shall be dependent on the Preventative Maintenance schedule whilst any corrective maintenance will be dependant on unexpected failures/breakdowns.

**2.2 Management meetings**

Meetings of a general nature may be convened when required and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Depending on the date when the Task is scheduled	Lethabo Power Station	<i>Employer, Contractor and Others</i>

Meetings of a specific 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.

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

The *Contractor* is required to be onsite to provide the maintenance services. The Contractor to provide a key list of personnel who will carry out the work on site with their qualifications attached. A company organogram will be needed by the Service Manager to communicate accordingly to comply with the NEC 3 Term Services Contract communication structures.

**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD****2.4 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.

**2.5 Documentation control**

- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the language of this contract.
- Assessment supporting documentation to be handed in to the Employer / Service Manager (to be announced by the Employer)
- All communications must be printed and filed in the Service Managers file.

**2.6 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 other as required)

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

**2.7 Contract change management**

Any changes to the contract or any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the Procurement officer.

If the Employer's *Service Manager* changes the Contractor will be notified as soon as possible to ensure that the Contractor.

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**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD****2.8 Records of Defined Cost to be kept by the *Contractor***

N/A.

**2.9 Insurance provided by the *Employer***

N/A.

**2.10 Training workshops and technology transfer**

N/A.

**2.11 Design and supply of Equipment**

N/A.

**2.12 Things provided at the end of the *service period* for the *Employer's* use****2.12.1 Equipment**

N/A.

**2.12.2 Information and other things**

N/A.

**2.13 Management of work done by Task Order**

A Task is work within the service which the *Service Manager* may instruct the *Contractor* to carry out within a stated period.

A signed Task Order is the *Service Manager's* instruction to carry out a Task.

Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task
- Conditions of the *service agreement* is in accordance with the Task Order issued
- A CDSS should be submitted with each Task Order

The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.

The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.

**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD**

No Task Order is issued after the end of the service period.

Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.

It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.

Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.

When any emergency work do arise, it is required from the *Contractor* to provide programmes based on the following terms:

- The *Contractor* will be informed when Emergencies arise within a reasonable timeframe
- Response time 2 hours for any communication when the Contractor acknowledges the emergency in writing
- Provide a schedule within 8 hours after Task Order provided to the *Contractor*
- Mobilise within 5 hours after Task Order have been accepted by both parties.

**3. Health and safety, the environment and quality assurance****3.1 Health and safety risk management**

In addition to the requirements of the laws governing health and safety, the contractor shall also comply to the following:

1. The contractor must comply with Construction Regulations 2014. Job will be stopped, and the offenders will be taken out of the Station and the contractor will be issued with the NCR.
2. The contractor will further be required to do on site pre-job brief and risk assessment before the start of any task.
3. Monthly audits will be conducted to enforce adherence to SHEQ if the contractor will be site based.
4. Ensure use of personal protective equipment
5. There must be strict compliance to SHE Specification 240-73416879 as issued
6. Contractor Health and Safety Requirements 32-136. Strict compliance to Occupational Health and Safety Act No 85 of 1993 and, Regulations (As Amended) including Eskom Lethabo Power Station Safety Procedures (LBA 00030, LBS 00067, LBA 00155, 32-345 Eskom Vehicle Specification, 32-95 Incident Management) would be implemented. Non-conformance to the stipulated procedures by the service provider will lead to non-Conformance report issued by the Client. Corporate Health and safety specifications: 32-1188. SHEQ policy: 32-727 Standard 32-136: Standard Contractor Health and Safety Requirements. Procedure 32-296: Integrated SHE organisation roles responsibilities and statutory requirements Standard 240-62196227.
7. The contractor must meet the requirements of Annexure C1, submit the signed Eskom's SHE Rules – Annexure B, SHE Plan developed in line with the issued SHE Specifications, SHE Organogram, relevant appointments and their competences, SHE costing, Baseline Risk Assessment, Letter of Good standing, SHE Policy.

**3.2 Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated below:

- Contractor to be familiarized with Lethabo Environmental statement of commitment (PS010).
- Contractor shall be certified in ISO14001:2015
- SHE File to be approved by the Environmental Department using LFM 443 checklist.

**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD**

- Upon commencement of work contractor shall submit:
  - An Aspect and Impact Register that complies with the ISO 14001:2015 standard.
  - Contractor shall submit an Environmental Management Plan (EMP) associated with environmental risks related to the project, EMP should comply with the ISO 14001 standard.
- Self-audits during work execution will be conducted weekly whereby environmental risks are identified.
- Contractor shall report all incidents or risks whilst on the job to the Eskom Project leader who will inform the environmental department.
- All waste generated during execution of work must be disposed through proper pathways.
- Contractor shall comply to all environmental procedures on site, including the following
  - LBE23003 Environmental non-conformance; investigation and reporting
  - LBE22005 Environmental spill management procedure LBE22004 Environmental waste management procedure

**3.3 Quality assurance requirements**

The *Contractor* shall comply with the following Quality Plan and requirements:

- The QCP's shall be approved by Eskom System Engineer & Quality Controller Inspector prior to execution.
- The service provider shall adhere to all interventions (Witness and Hold) points during execution
- All inspections report, check sheets and signed off QCP's must be part of data book that will be handed over to the client (Control of documented information)
- The service provider shall compile and submit Contract Quality Plan that is specific to SOW, it shall be reviewed and signed off by Eskom technical /relevant skilled personnel within 3 days after contract award. The plan shall address the minimum requirements as per ISO 10005
- 240-68099512 Form A : The tenderer must complete and sign this form to acknowledge and accept Eskom Supplier Quality Requirements as per QM 58 Specification and ISO 9001 Standard
- Category 2 - Quality Assessment Criteria
- QM 58\_240-105658000 – Supplier Quality Management Specifications
- LBQ 25006WN – Strategy for managing Contracts and Projects Process Quality

**4. Procurement****4.1.1 People**

The supplier of the maintenance services shall ensure that the person or persons executing the tasks has the necessary qualifications, skills, knowledge and expertise or experience required to successfully execute the inspection and calibration tasks related to the weigh bridge.

**4.1.2 BBBEE and preferencing scheme**

Refer to SD&L

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

N/A.

**4.2 Subcontracting****4.2.1 Preferred subcontractors**

N/A.

**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD****4.2.2 Subcontract documentation, and assessment of subcontract tenders**

N/A.

**4.2.3 Limitations on subcontracting**

N/A.

**4.2.4 Attendance on subcontractors**

N/A.

**4.3 Plant and Materials****4.3.1 Specifications**

All spares supplied shall have the same technical specification of the item or component being removed or replaced and shall be tested to ensure it is fit for purpose.

**4.3.2 Correction of defects**

All defects identified during the inspection and calibration tasks to be shared with the client and corrected before signing off the task order.

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

N/A.

**4.3.4 Tests and inspections before delivery**

All spares supplied shall have the same technical specification of the item or component being removed or replaced and shall be tested to ensure it is fit for purpose.

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

N/A.

**4.3.6 Cataloguing requirements by the Contractor**

N/A

**5. Working on the Affected Property****5.1 Employer's site entry and security control, permits, and site regulations**

In the event the services are required on an ad-hoc urgent basis, the following will apply,

- The Contractor applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date.
- The Contractor personnel are required to be always in possession of a Contractor's Permit.
- All Contractor personnel are issued with a temporary access permit (Contractor's Permit) which contains the following information: Name, ID Number, Company, Validity date
- All Contractors' permits are submitted to Protective Services when leaving the site
- To assist Protective Services with the issuing of permits, the Contractor supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- This list is delivered to Protective Services.
- The list, identified with the Contractor's name, contains the following information: Employee Name, Employee ID Number, Eskom Safety Co-ordinator signature, Eskom Employers Representative signature, Copy of the first page of the ID book of every employee of the Contractor,
- To speed up the process of gaining access to the site, the Contractor compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.

**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD**

- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
- The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- Only Contractor's vehicles with displayed Contract Vehicle Permits disks are allowed on site.

**Note:** Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors. All Eskom employees, agents, consultants, and contractors to comply with the following Eskom life Saving Rules:

Rule 1: Open, Isolate, Test, Earth, Bond, And / Or insulate before touch - that is any plant operating above 1 000 V.

Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.

Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.

Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.

Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

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

For the services required on an ad-hoc urgent basis, the following will apply,

- Normal working hours is the Employers working hours, i.e.

Monday to Thursday 07h15 – 16h30

Friday's 07h15 – 12h15

- The Contractor provides the necessary resources to carry out the works as stated in the Works Information.
- It is the responsibility of the *Contractor* to keep records of his people working on the Affected Property. The *Service Manager* shall have access to all records at any time if deemed necessary.

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

In the event of an urgency or ad-hoc situation where the contractor is requested to provide the service on site the contractor will be responsible to provide a first aid service to his employees. In the case where these prove to be inadequate, like in the event of a serious injury, the Employers medical centre and facilities are available.

Outside the Employer's office hours, the Employer's first aid services are available for serious injuries and life-threatening situations. The Employer is entitled, however, to recover the costs from the Contractor for the use of the above Employer's facilities.

Any emergency equipment or fire suppression systems shall be utilized by the Contractor when an emergency arise.

**5.4 Environmental controls, fauna & flora**

Refer to Section 3.

**MAINTENANCE SERVICES FOR THE WEIGH BRIDGE USED AT LETHABO POWER STATION OVER A FIVE (5) YEAR PERIOD****5.5 Cooperating with and obtaining acceptance of Others**

The Contractor shall cooperate and work closely with the C&I Maintenance and Engineering personnel who shall be responsible to verify the successful completion of the task as well as to ensure that any witness or hold points are adhered to.

**5.6 Records of Contractor's Equipment**

In the event the contractor needs access into the power station, the contractor shall provide a list of all equipment or tools to be signed in for the service and shall strictly adhere to the gate access rules and procedures. All lost equipment and tools to be declared to the Service Manager and full details of incident.

**5.7 Equipment provided by the Employer**

N/A.

**5.8 Site services and facilities****5.8.1 Provided by the Employer**

N/A.

**5.8.2 Provided by the Contractor**

N/A.

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

N/A

**5.10 Hook ups to existing works**

N/A.

**5.11 Tests and inspections**

Refer to C3.1: Employer's service Information, Section 1.2

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

N/A.

**6. List of drawings****6.1 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
55973	0	Weighbridge – Control System Layout
55977	0	Weighbridge – Load Cell Diagram
55976	0	Weighbridge – Lights Circuit