



NEC3 Term Service Contract (TSC3)

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

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

for **Supply and Delivery of dosing chemicals for cooling
water system on an “as and when required” basis to
Matla Power Station for a period of five (05) years**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

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 <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[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

Supply and Delivery of dosing chemicals for cooling water system on an "as and when required" basis to Matla Power Station for a period of five (05) years

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s) _____

Capacity _____

For the
tenderer: _____

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number

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

Acceptance

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

The terms of the contract, are contained in

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of (Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with price list W1: Dispute resolution procedure
	and secondary Options	X1: Price adjustment for inflation X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10 1	The <i>Employer</i> is (name)	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No	[•]
	Fax No	[•]
10 1	The <i>Service Manager</i> is (name)	Maria Majake
	Address	Eskom Matla Power Station Private Bag x 5002 KRIEL 2271
	Tel	017 612 6532
	Fax	086 667 0891
	e-mail	majakemm@eskom.co.za

11 2(13)	The goods are	Dosing chemicals
11 2(13)	The <i>service</i> is	Supply and Delivery of dosing chemicals for cooling water system on an "as and when required" basis to Matla Power Station for a period of five (05) years.
11 2(14)	The following matters will be included in the Risk Register	[•]
11 2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12 2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13 1	The <i>language of this contract</i> is	English
13 3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21 1	The <i>Contractor</i> submits a first plan for acceptance within	[•] weeks of the Contract Date
3	Time	
30 1	The <i>starting date</i> is	02 January 2023
30 1	The <i>service period</i> is	31 December 2027
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50 1	The <i>assessment interval</i> is	Last day of each successive month.
51 1	The <i>currency of this contract</i> is the	South African Rand
51 2	The period within which payments are made is	2 weeks.
51 4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall

Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *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	<p>1. [•]</p> <p>2. [•]</p> <p>3. [•]</p>
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20 5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	[•] weeks.
11	Data for Option W1	
W1 1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No	[•]

	Fax No	[•]															
	e-mail	[•]															
W1 2(3)	The <i>Adjudicator nominating body</i> is	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.															
W1 4(2)	The <i>tribunal</i> is	arbitration															
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.															
	The place where arbitration is to be held is	[•] South Africa															
	The person or organisation who will choose an arbitrator																
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee															
	- 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	<table> <tr> <th>proportion</th><th>Source of Index</th><th>Index Table</th></tr> <tr> <td>20%</td><td>SEIFSA</td><td>L2(a) - Transport</td></tr> <tr> <td>65%</td><td>Statistics SA</td><td>Table IMG – Raw material</td></tr> <tr> <td>15%</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	Source of Index	Index Table	20%	SEIFSA	L2(a) - Transport	65%	Statistics SA	Table IMG – Raw material	15%	non-adjustable		1.00		
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15%	non-adjustable																
1.00																	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.															
X17	Low service damages	The Supplier shall be responsible for in case of a decline in the system effectiveness due to poor chemical treatment by the Supplier, Eskom will have the right to bring the system back at the supplier's cost															
X17.1	The <i>service level table</i> is in	[•]															
X18	Limitation of liability	1% per purchase order value to a maximum of 10% purchase order value															
X18 1	The <i>Contractor's liability to the Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)															

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The end of liability date is	[•] months after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
Z	The additional conditions of contract are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i>	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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

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

the course of their employment
in connection with this contract

Z 12 2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

86 1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z13 2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 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 44 of 1999, or any replacement section dealing with the same subject matter

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority
ACM	means asbestos containing materials
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles
OEL	means occupational exposure limit
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles
Standard	means the <i>Employer's</i> Asbestos Standard 32-303 Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles
SANAS	means the South African National Accreditation System
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA

Z14 1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM

Z14 2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified

occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10 1	The <i>Contractor</i> is (Name) Address Tel No Fax No	
11 2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11 2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in	
21.1	The plan identified in the Contract Data is contained in	
24 1	The key people are	
	1 Name Job Responsibilities Qualifications Experience	
	2 Name Job	

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

Responsibilities
Qualifications
Experience

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

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

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

Identified and defined terms	11	
	11 2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate
		(19) The Prices are the amounts stated in the Price column of the Price List Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate

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

Function of the Price List

Clause 54 1 in Option A states "Information in the Price List is not Service Information" This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information This is further confirmed by Clause 20 1 which states, "The *Contractor* Provides the Service in accordance with the *Service Information*" Hence the *Contractor* does **not** Provide the Service in accordance with the Price List The Price List is only a pricing document

Link to the *Contractor's* plan

Clause 21 4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance" Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21 2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11 2(17)

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A,
- Understands the function of the Price List and how work is priced and paid for,
- Is aware of the need to link operations shown in his plan to items shown in the Price List,
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk,
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item nr	Description	Dosage Rate ppm	Price per kg	Cost per ML treated	Cost per month
1	Supply and delivery of dosing chemicals for CW Flocculation for Turbidity removal contract for a period of 5 years				

The total of the Prices

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		

System Description

SYSTEM INFORMATION.

Cooling Circuit

South system volume = 47 ML

North system volume = 47 ML

Blowdown volume = 4 ML/D per system (at MCR)

Average raw water make-up = 60 ML/D per system (at MCR)

CoC (based on K) = 16

Clarifier technical data

Type Sludge blanket recirculation type called an Accelerator type clarifier

Diameter 45 m

Depth 6.0 m

Volume 8300 m³

Minimum Flow 1000 m³/h

Maximum Flow 3900 m³/h

Average Operating Flow 3 000 m³/h

Retention Time 3.3h @ flow 3 500 m³/h

Operating Temperatures 26-37 deg C (min/max)

Impeller speed (variable speed) Max output speed 1,33 - 5,0 r/min

Bridge drive 1 360 r/min loaded

Chemical Dosing System Technical data (per CW side)

Tanks	2 x 5000 L Dosing Tanks	
Piping	¼" PVC flexible dosing lines	
Dosing Pumps		
Type	3 x ProMinent Solenoid –Driven	Metering Pumps Gamma G/4b
Motor	230 V, 50/60 Hz 23/25 W, 0.9 A	

Pump design capacity 14,8 L/h, 1,5 bar

Pump type G/4B0215NP1000A00000

Note All dosing and other monitoring equipment are to be supplied on loan and maintained by the supplier for the duration of the contract if needed

FLOW DESCRIPTION (see Appendix A for basic flow diagram).

- 1 Matla Power Station is designed with 2 similar but independent CW systems – North and South side. Each system has 3 cooling towers designated to 3 operating units.
- 2 The station has 3 clarifiers per side for treatment of cooling water: Raw, CCW and Raw/CCW clarifiers.
- 3 The clarifiers treat cooling water as a 10% side stream from the main Cooling Water System to meet the station's Cooling Water quality specifications as per the Eskom Standard.
- 4 Only two of the clarifiers (per treatment side) will be in operation at any one time for cooling water treatment.
- 5 The raw water make-up to the Cooling Water circuit is fed directly to the Cooling Tower evaporation ponds and is sourced from the Usutu or the Vaal water schemes or is a blend of the two types. Currently, Matla is making primary use of Vaal water as raw water make-up.
- 6 The pre-treatment dosing system on each side consists of 2 x 5000 L dosing tanks that contain a blend of coagulant and flocculant.
- 7 The tanks feed to the chemical dosing pumps. There are 3 pumps available for dosing to each of the Cooling Water clarifiers.
- 8 The chemicals are dosed directly into the cooling water make-up supply pipeline to the clarifiers.
- 9 Hydrated lime ($\text{Ca}(\text{OH})_2$) is also dosed through the bottom of the clarifiers into the primary mixing zone and is used to raise the water pH between 9.9 to 10.3 for optimal alkalinity removal.

The treated cooling water is directed via launders back to the tower ponds from where it is gravity fed to the centre well for use in the condensers.

OTHER DOSING CHEMICALS:

- 1 Hydrated lime ($\text{Ca}(\text{OH})_2$) for lime softening process required for alkalinity removal.
- 2 Slug dosing of biocides in main CW system (tower ponds).
- 3 Biodispersant dosing in the main CW system (centre well).

Detailed requirements

- 1 Supply and delivery of the required coagulant and flocculant dosing chemicals for optimal removal of suspended solids, colloidal material and NOM from the Cooling Water (quality provided in Appendix A) within the Cooling Water clarifiers.
- 2 The dosing chemical should be a blend of both coagulant and flocculant and be in the liquid phase (as per plant configuration).
- 3 The proposed chemicals should deliver the following results:
The Cooling Water clarifier outlet requirements relative to the cooling water inlet should be as follows (Table in Appendix A)
TOC > 40%
Turbidity > 85%
- 4 The supplier should obtain samples of both the North and South Cooling Water systems (the systems have different chemistry states) from the station and perform relevant testing to establish the suitability of the chemicals (based on the active ingredient) to Matla's Cooling Water for optimal clarification and demonstrate the findings back to the station.

- 5 The test period should allow the supplier to demonstrate the effectiveness of the suggested products. The time of the test period will be negotiated. An order will be placed at the quoted rates for the test period to treat the specified volume. The supplier should provide own dosing equipment during the test period.
- 6 The contractor should submit a report outlining the optimal treatment regime for cooling water treatment to meet the specified limits. The proposed chemicals should not cause any damage or blockages in any parts of the cooling water treatment and distribution system.
- 7 The product must be adaptable to seasonal changes (*Quality and Temperature*).
- 8 The product must be effective to improve and / or keep the system in stable condition and comply with the target values as stipulated according to the cooling water specifications captured in Appendix A.
- 9 Should the product quality deviate from Eskom Standards and cannot be corrected within 12 hours, the trial will be discontinued and the supplier disqualified.
- 10 The chemical name of the proposed chemical/s together with the active ingredient and the concentration of the active ingredient must be specified.
- 11 A detailed 16 point Material Safety Data Sheet (MSDS) with a South African contact number for each chemical shall be provided upon delivery.
- 12 Suppliers must provide a Certificate of Analysis (COA) that includes but is not limited to colour, pH and specific gravity.
- 13 All drums and tanks of chemicals must be labelled as a minimum with the chemical name, shelf life or expiry date, the appropriate hazard warnings and identification of the respective manufacturer.
- 14 Chemicals to be delivered in Original Equipment Manufacturer (OEM) containers, no repackaging allowed.
- 15 The supplier must conduct periodic site visits to ensure that the specified chemicals are being dosed optimally and the desired treatment outcome is achieved.
- 16 The Supplier should mention all previous work conducted with similar SOW requirements and plant equipment as per Matla Power Station.
- 17 The Technician allocated to site will be responsible for assisting station Chemist with troubleshooting optimisation of pre-treatment plant. It is expected that the Supplier's Technician be of higher technical expertise to be able to advise when there are challenges at the plant. Changes of the allocated Technician during the contract period should be consultation and approval of the Eskom contract Service Manager.

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the *service*

1.1 Executive overview

Supply and delivery of dosing chemicals for cooling water system at Matla Power Station on an as and when required basis for period of five (5) years

1.2 *Employer's* requirements for the service

As per Scope of work

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information

Abbreviation	Meaning given to the abbreviation
PPE	Personal Protective Equipment
EMS	Environmental Management System

2 Management strategy and start up.

2.1 The Contractor's plan for the service

N/A

2.2 Management meetings

Monthly meetings will be required every 25th of the month to discuss Assessment as well as performance of the Contractor

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
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on 25 th of the month at Matla Power Station	Chemical Services Boardroom	<i>Employer and Contractor</i>

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

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

2.3 Contractor's management, supervision and key people

The Service Manager will ensure that the contractor complies with the OHSAS 18001 and NIOSH safety system as used at Matla Power Station. The contractor must supply the employer with a fully completed Contractor's safety file, as required by law. The contractor to ensure that there is adequate PPE and yearly medical screening of his/her personnel. Knowledge of the product and its adverse effect on the environment must be minimized to prevent any liability to the power station by the contractor through proper procedures and good housekeeping. The Service Manager will ensure that the contractor adhere to the SHEQ requirement, NCRs will be issued for non-conformance

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

All relevant documents to be filled by service Manager

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

N/A

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

N/A

2.9 Insurance provided by the *Employer*

Refer to Insurance Section of Contract

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

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period* if the *Contractor* use different Equipment from what the *Employer* have currently as stated in the Scope of work

2.12.2 Information and other things

N/A

2.13 Management of work done by Task Order

All deliveries are to be done in accordance with Task order provided

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, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

Generation: Roley McIntyre
Transmission: Tony Patterson
Distribution: Alex Stramrood
Enterprises: Jace Naidoo
Corporate: Kerser Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

3.2 Environmental constraints and management

The Contractor appointed shall comply with Eskom Matla Power Station EMS requirements. Eskom Matla Power Station is ISO14001 certified.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____.

3.3 Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

4 Procurement

There is a cross reference from the core clause 11 2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost

4.1 People

4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service, for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one

4.3.3 Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the service period

4.3.4 Tests and inspections before delivery

N/A

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

As stated in the scope of work

4.3.6 Cataloguing requirements by the Contractor

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 24)

5 Working on the Affected Property

As stated in the scope of work

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

The contractor must comply with Matla Power Station's security control system, Permit system and site Regulations
Personnel and vehicle entering and leaving the site are subject to routine searches and substance abuse testing
The plant is regarded as a limited access control facility and it is required that the contractor keeps and maintain an access register of anyone entering the plant

5.2 People restrictions, hours of work, conduct and records

As stated in the scope of work

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 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

This sub-paragraph could be used to deal with two issues

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies

5.6 Records of Contractor's Equipment

As stated in the scope of work

5.7 Equipment provided by the Employer

As stated in the scope of work

5.8 Site services and facilities

5.8.1 Provided by the Employer

As stated in the scope of work

5.8.2 Provided by the Contractor

N/A

5.9 Control of noise, dust, water and waste

As stated in the scope of work

5.10 Hook ups to existing works

N/A

5.11 Tests and inspections

5.11.1 Description of tests and inspections

As stated in the scope of work

5.11.2 Materials facilities and samples for tests and inspections

As stated in the scope of work

6.1 Drawings issued by the Employer

Drawing number	Revision	Title
1	1	1
2	1	2
3	1	3
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97	1	97
98	1	98
99	1	99
100	1	100