



## NEC3 Term Service

# Short Contract (TSSC3)

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

and

for

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Documentation prepared by: Mpume Mthethwa

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### Contactless Fingerprint Scanner Scope of Work

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

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: 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 Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

### 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 Contract Data

### 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 NEC3 Term Service Short Contract (April 2013) (TSSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[•]” - data is required to be inserted.]

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

### Clause Statement

		Z: Additional conditions of contract
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	Mpume Mthethwa
14.5	Name	Kusile Power Station R545 Kendal/Balmoral Road Haartebeesfontein Farm
	Address	Witbank 1034
	Tel No.	013683130
	Fax No.	N/A
	E-mail address	Mthethnb@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	Mpume Mthethwa
11.2(5)	The <i>service</i> is	<b>Contactless Fingerprint Scanner</b>
11.2(6)	The Service Information is in	<b>the document called 'Service Information' in Part 3 of this contract.</b>
30.1	The <i>starting date</i> is.	<b>Contract Signature date</b>
30.1	The <i>service period</i> is.	<b>Estimated Completion date</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

13.2	The <i>period for reply</i> is	<b>5 days</b>
50.1	The <i>assessment day</i> is the	<b>25th day of each successive month.</b>
51.2	The interest rate on late payment is	<b>the publicly quoted prime rate of interest (Calculated on a 365 day year) charged 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]</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>The costs of repairing or replacing the damaged property or relevant insurance deductible payable by the <i>Employer</i>, which ever amount is lesser.</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	e-mail	<b>[•]</b>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body</b>
93.4	The <i>tribunal</i> is:	<b>arbitration.</b>
	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>[•] South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>

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**The conditions of contract are the NEC3 Term Service Short Contract (April 2013)<sup>23</sup> and the following additional conditions Z1 to Z11 which always apply:**

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

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

**Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that

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<sup>2</sup> If the previous edition applies change 'April 2013' for 'September 2009'.

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

confidential treatment will be afforded to the information so disclosed.

Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

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

Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

#### **Z5 Health, safety and the environment**

Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- 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 *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.

Z5.2 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.



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

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z7 Notifying compensation events**

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

**Z8 *Employer's* limitation of liability; Add to clause 80.2**

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

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

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

**Z10 Addition to Clause 50.4**

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

**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** means, as the context requires, the *Contractor*, or any member thereof in the case of

- Party** 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 condition of contract 82 with the following:

#### Insurance cover 82

- 82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 82.2 The *Contractor* provides the insurances 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	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>

Loss of or damage to equipment, 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
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<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> The amount required by the applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

82.3 The *Employer* provides the insurances 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.

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

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)<sup>4</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

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

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

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

## C2 Pricing Data

### C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

## C2.2 Price List

### Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Description	Unit	Quantity	Rate	Price
PRELIMINARIES AND GENERAL				
FIXED COSTS				
Site Establishment for: Delivery of Office Converted Containers	Once Off	1		
Site Establishment for: Delivery of Kitchen Converted Container	Once Off	1		
Site De-Establishment for: Collection of Office Converted Containers	Once Off	1		
Site De-Establishment for: Collection of Kitchen Converted Container	Once Off	1		
Medicals - Entry	Once Off	5		
Medicals - Exit	Once Off	5		
Standard PPE	Once Off	5		
Safety File	Once Off	1		
Security Clearance Certification	No	5		
Delivery of Portable Flushable Toilet	Once Off	1		
Collection of Portable Flushable Toilet	Once Off	1		
TIME RELATED COSTS				
Transport	Km	230	3	
3 x 6m Office Converted Containers	Per Month	1	3	
3 x 6m Kitchen Converted Container L-6m	Per Month	1	3	
Portable Flushable Toilets with handwash basin (To be serviced once a week)	Per Month	1	3	
Total for P&Gs:				
RESOURCES				
Site Crew	Hours	1	120	



Supervisor	Hours	1	120	
Safety Officer	Hours	1	120	
Electrician	Hours	2	120	
Assistant Technician	Hours	1	120	
Total for Site Crew:	Hours	1		
MATERIAL, CONSUMABLES AND TOOLS				
Paxton Net 2 Plus Controller 2A PSU Plastic Housing 682-531-EX	No	12		
Idemia MorphoWave SP MD-Mifare / Desfire MorphoWave SP MD	No	24		
Securi-Prod Battery 12V 7.2Ah SLA	No	12		
Consumables and Tools	Sum	12		
Total for Material, Consumables and Tools:	No	12		

**Total of the Prices for Part 1**

## C3: Scope of Work

### C3.1 Service Information

#### Scope

#### Purpose

The purpose of the Contactless Fingerprint Scanner Project at Kusile Power Station is to enhance security and hygiene by transitioning from traditional fingerprint scanners to a touchless system. This upgrade aims to reduce hardware wear and pathogen transmission risks in high-traffic areas. The project will improve access control efficiency and align with Kusile's safety standards.

The works must include but not be limited to:

- a) Design and select appropriate contactless fingerprint scanner technology for secure access control
- b) Integrate the new system with Kusile Power Station's existing security infrastructure.
- c) Develop software and hardware interfaces to enable seamless data transfer and access management.
- d) Conduct extensive testing for accuracy, reliability, and environmental suitability.
- e) Provide training and support for staff to ensure smooth transition and effective use of the upgraded system

#### Applicability

This document shall apply to Kusile Power Station.

#### Effective date

This document shall be effective from November 2024.

#### Normative/Informative References

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

#### Normative

ISO 9001, Quality Management Systems

ISO27001 Information technology — Security techniques — Information security management systems — requirements

240-55410927: Cyber Security Standard for Operational Technology

240-xxxxxxx: Kusile Equipment and Software Inventory

#### Informative

32-373: Information Security - IT/OT Remote Access Standard

240-91479924: Cyber Security Configuration Guideline of Networking Equipment for Operational Technology

32-85: Information security Policy

240-74360904 IT Incident Response Plan

204-53114002: Engineering Change Management Procedure

Minimum Information Security Standard (MISS) – South African National document

## Definitions

Term	Definition
<i>Contractor</i>	Service provider contracted for supplying specific service to Eskom, Kusile Power Station.
<i>Employer</i>	Any person appointed in writing by Eskom as the delegated <i>Employer</i> in terms of the provisions of the Act, (normally the Power Station Manager)
KKS	Is a code used to clearly identify systems and components in a power plant according to process functions, points of installations and structures. "Kraftwerk-Kennzeichen-System (KKS)"
Plant	Any structure, machinery, apparatus or equipment which does not fall within the scope of the operating regulations for high Voltage systems, and excludes, mobile, portable lifting equipment, domestic circuits, appliances and tools.
Controlled Disclosure	controlled disclosure to external parties (either enforced by law, or discretionary).

## Abbreviations

Abbreviation	Explanation
C&I	Control and Instrumentation
Gx	Generation
HMI	Human Machine Interface
ISO	International Organisation for Standardisation
OEM	Original Equipment Manufacturer
OS	Operating System
OTS	Operating Technical Specification
QMS	Quality Management System
VDSS	Vendor Documentation Submittal Schedule

## Roles and Responsibilities

### System Engineers

- a) Shall notify Operating Support of any changes to the Operating Technical Specifications.
- b) Shall be responsible for updating the OTS as per recommendations from the Operating Support.

### Engineering Manager

- a) Originator of the required capability

### Shift Managers

- a) Shall ensure that the plant is run or operated according to the Operating Technical Specifications.
- b) Shall ensure that any deviations from the specifications have been approved accordingly.

### Operating Support

- a) Shall be responsible for providing system engineers with information regarding required changes to OTS.
- b) Operating support shall conduct internal audits at planned intervals to determine whether the OTS system conforms to requirements and is effectively implemented and maintained.

### Process for Monitoring

The Monthly Plant Maintenance Performance report, compiled by the *Employer* with assistance from the *Contractor*, shall be used to track and assess the *Contractor* performance and effectiveness of their contract deliverables.

Furthermore, the effectiveness of the SD&L Implementation Progress and Skills Transfer to Eskom *Employees* (as well as others where applicable) shall also be monitored.

### Related/Supporting Documents

- a) Shall be responsible for reviewing the content of the training proposed by the *Contractor*.
- b) Evaluate the training offered by the *Contractor*.

### Related/Supporting Documents

N/A

## Scope of Work

### Employer's Design

### Description

The Contactless Fingerprint Scanner Project at Kusile Power Station will begin with the assessment and selection of advanced, contactless biometric technology suitable for the station's

high-security requirements. This stage will include designing the system architecture to ensure compatibility with existing access control mechanisms. The selected technology must meet stringent accuracy, hygiene, and durability standards to withstand the demands of a high-traffic environment. Integration with Kusile's security infrastructure will require configuring software interfaces, updating access protocols, and ensuring that data security and user privacy are maintained at all times.

Once the technology and infrastructure are in place, the project will move into a rigorous testing phase. This will involve stress testing the system for reliability under various environmental conditions, verifying its accuracy across a range of fingerprint types, and adjusting parameters as necessary to ensure consistent performance. Additionally, staff training sessions will be provided to familiarize personnel with the new system and to facilitate a smooth transition. Post-implementation support, including maintenance protocols and troubleshooting guidance, will ensure that the contactless scanners operate effectively and meet Kusile's operational and safety requirements. The following also forms part of the scope of the project:

Upgrade system cabinet drawings, architecture, and network drawings

Factory Acceptance Test (Hardware & Software FAT)

System needs to record and keep a log of all personnel who enter and exit both North and East gate that will be fitted with contactless fingerprint scanner.

The system should be compatible with existing data server that store data.

Additional data storage should be provided if existing infrastructure won't have sufficient space to accommodate the contactless fingerprint scanner.

The new system should be connected to the UPS back up power supply and surge protected.

The new system should be compatible with EBI software.

Eskom requires that the considered supplier shall as a minimum, provide the following:

- a) The *Contractor* shall provide proof of competence and proof of OEM agent or partner registration.
- b) Provide hands on training at Kusile power station using the provided field laptops.
- c) Provide contactless fingerprint scanner basic training, intermediate training, and advanced training covering the following topics as a minimum:
  - Good installation practice
  - Configuration and setup of Local Control Human machine interfaces
  - Contactless fingerprint scanner network security
  - Troubleshooting and maintenance
  - Contactless fingerprint scanner system fail safe programming
  - Contactless fingerprint scanner system commissioning, testing, and upgrading
  - Contactless fingerprint scanner administration (Backups, disaster recovery, and configuration)

## **Work to be performed by the Contractor in Delivering the works.**

### **Health and Safety Risk Management**

The *Contractor* complies with the Occupational Health and Safety Act Number 85 of 1993 and its regulations, *Employer's* SHEQ Policy, Standards, Procedures, Guidelines, Specifications and Regulations.

The *Contractor* ensures safety awareness at all times through continuous training.

The *Contractor* must at all times be responsible for the supervision of his employees, agents and sub-*Contractors*, and takes full responsibility and accountability in ensuring that they are competent, compliant and aware of the legal requirements and other applicable requirements, and executes the works accordingly.

The *Contractor* ensures that all statutory appointments, and appointments required by any *Employer's* Policy, standard and Procedure, are recorded in writing and that all its appointees and/or agents fully understand their responsibilities and are trained and competent to execute their duties.

The *Employer's Project Manager*, or any person appointed by the *Employer's Project Manager*, may at any stage during the term of the contract:

Conduct health and safety audits by a competent person regarding all aspects of compliance with the SHEQ requirements, at any off-Site place of work, or the Site establishment of the *Contractor*.

Refuse any employee, sub-*Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or if any work is found not to be compliant or authorized.

Issue the *Contractor* with a STOP WORK ORDER should the *Employer's Project Manager* become aware of any unsafe working procedure or condition, or any non-compliance.

The *Contractor* immediately reports all incidents as well as any threat to safety and health of which the *Contractor* becomes aware at the Site, to the *Employer's Project Manager*.

The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of the Occupational Health and Safety Act no 85 of 1993 in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or sub-*Contractors*, to the extent permitted by the Occupational Health and Safety Act no 85 of 1993.

The *Contractor* provides a health and safety plan based on the *Employer's* Safety, Health and Environmental Specification.

All persons entering the Site must undergo the *Employer's* safety induction course.

The designer of the works is mandated to comply with section 6 of the construction regulation 2014.

### **Safety of Worker**

The *Contractor* is to ensure the safety of all persons working on the Site.

Any hot work, including welding, will be applied for in accordance with the permit to work system.

No hot work will be allowed on Site unless a hot work permit is granted in writing.

Precautions must be taken to prevent any objects, welding or grinding sparks from falling beyond the immediate working area.

Ear protection and all required PPE must be provided to all personnel by the *Contractor*.

The *Contractor* completes activity risk-based assessments and provides the assessments to the *Project Manager* for acceptance before activities take place.

### **Fire Protection**

The *Contractor* must ensure that his employees are trained in the use of firefighting apparatus.

The *Contractor* must take precautions to prevent any occurrence of fires or explosions while carrying out any work near flammable gas and liquid systems. Any tampering with the *Employer's* fire equipment is strictly forbidden. All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and must not be used for work or storage at any time. Firefighting equipment must remain accessible at all times.

In case of a fire, the *Contractor* must immediately report the location and extent of the fire to the Electrical Operating Desk using the station's Emergency Number. The *Contractor* must take the necessary action to safeguard the area to prevent injury and spreading of the fire.

### **First Aid**

The *Contractor* provides First Aid services (level 2) to his employees and sub-*Contractors*. In the case of severe or serious injury, to his employees and sub-*Contractors* the *Employer's* Medical Centre and facilities will be made available and accessible to such persons.

### **Housekeeping**

It is the *Contractors* responsibility to ensure that the Site is cleaned daily. All electrical cables and hoses are routed so as not to cross unprotected over floors and walkways. All equipment is packed neatly without interference to access. All excess scaffolding material is removed from Site after the scaffolding has been erected. The *Contractor* is responsible for the removal of any scrap material to the designated scrap area on a daily basis.

### **Barricading**

Access to danger zones is restricted using handrail type guards at least 1.2 meters high and able to block access to the danger zone. Red tape is not allowed. Symbolic safety signs depicting 'Danger', name of *Contractor*, Responsible Supervisor, Contact details of supervisor and 'No entry' are attached to the guards. This includes access during the taking of X-rays.

### **Radio Examinations**

When radiographic tests are carried out in the plant by Others, the danger area is evacuated with the exception only of authorized radiographic workers, and thereafter barricaded. To ensure that

employees and contract staff working in *Employer's* premises are not exposed to more radiation than is reasonable level, the *Contractor* complies with the Kusile Power Station procedure 'Requirements and Rules for Radiation Protection and Safety of Radiation Sources'.

### **Permit to Work System**

The *Contractor* allocates personnel to be trained and authorised as Responsible Persons according to *Employer's* Plant Safety Regulations (36-681). The *Contractor* ensures that adequate number of appointed Responsible Persons and Authorised Supervisors prior to the outage date or commencement of work at the station. The *Contractor* ensures that Responsible Persons and Authorised Supervisors are available on Site at all times during the execution of the Work.

If the *Contractor* breaches this obligation, the *Employer's Project Manager* withholds monthly payments until the *Contractor* complies with this obligation.

## **Information Technology Functional Requirements**

### **Cyber Security**

The *Contractor* reviews the Eskom standard on Cyber Security - 240-55410927 and identified relevant areas applicable for the Works and confirms his compliance to the relevant areas to the Eskom Standard. The *Contractor's* representatives to work on the maintenance support contract shall be subjected to the *Employer's* vetting process. *Contractor* shall provide cyber security proof of training for representatives who will be working under the contract to be established with the *Employer*.

### **Software Configuration**

The *Contractor* installs all required software to meet the functional requirements of the diagnostic and monitoring system as described in the Works Information.

Installation software required to recover the system in the event of a failure are provided to the *Employer*. The software is categorised per installation and software licences are clearly defined.

### **Support – Hardware / Software / Back-ups**

It is of the utmost importance to ensure the reliability of the backup system. The system must be tested at least every 6 months and any test failures must be reported to management.

In normal situations any file, workspace or database must be recovered in less than 2 hours. If the time to recover a file exceeds 4 hours, the backup philosophy will be improved and updated.

### **Licencing**

- a) All licenses covering the equipment, standard software and application software provided are included as part of the Works.
- b) All licenses remain valid in the event of the failure and replacement of faulty equipment.
- c) All licenses are site licenses for use at the specific site.
- d) Installation disks are provided for all licensed software provided.



- e) Upgrades of software and the associated licenses are provided throughout the duration of the works up to the completion of the last sectional completion.
- f) The software provided is the latest revision of the software as and when the final installation is completed.
- g) All software patches, bug fixes, virus updates and software upgrades for the systems are provided throughout the duration of the *works*.

### Training Requirements

The *Contractor* provides three training sessions for each of the trainings (Basic, Intermediate, Advanced) to be held at venue provided by the *Employer*. The training software is official OEM certified training. The *Contractor* provides the *Employer* with the items included in the training for the acceptance of the Project Manager.

- a) The language for training facilitation as well as documentation is English and includes all third-party documentation from any subcontracted trainer.
- b) The *Contractor* compiles training manuals for official training courses.
- c) Printed and electronic copies of the training documentation shall be supplied for each trainee plus an additional 2 hardcopy master sets and soft copies of each set of training manuals.
- d) All training documentation provided by the *Contractor* shall be customised for Kusile Power Station and approved by the Kusile Power Station Training Department.
- e) The training documentation shall contain the specific systems' equipment installation, and architecture.

### Documentation

The *Contractor* is responsible to plan for the supply of the documentation for the training.

#### Document Control

All documents and records management are performed according to Technical Document and Record Management Work Instruction (240-76992014), Gx Projects Documentation Deliverable Requirements Specification (240-65459834) and Engineering Drawing Standard – Common Requirements (240-86973501) and the *Project Manager* ensures that the *Contractor* is provided with latest revisions.

Any uncertainty regarding all specified documents should be clarified with the *Project/Training Manager* and clarification updates should be reflected in updated versions of these documents.

The *Contractor* complies with all minimum document metadata as specified in Smart plant Owner Operator Technical Documentation Metadata Standard (240-54179170).

#### Documentation Pre-submission (VDSS)

The *Project Manager* will compile and provide the Vendor Documentation Submittal Schedule (VDSS) to the *Contractor* as part of the enquiry package. The VDSS will list minimum documentation deliverables for the work to be done as per the Works Information.

The *Contractor* upon receiving the VDSS must review it and ensure that the delivery dates of documentation are linked with the completion of work as per the activities in the programme. After

review, the VDSS will then be submitted by the *Contractor* to the *Project Manager* for review and acceptance. Should the programme be revised and affect documentation deliverable dates, the updated VDSS must be submitted as per the revised programme.

### **Process for Documentation Submission**

All documentation submitted must be accompanied by the completed transmittal with the following fields as a minimum:

- a) Name of *Contractor*
- b) Transmittal Number
- c) *Contractor* Details
- d) Date of Submission
- e) Description of Document
- f) Document Number
- g) Document revision
- h) Document type
- i) Document media type
- j) Number of copies
- k) Signed by and date

Final documentation is submitted in both electronic and hard copies to the *Employer's Project/Training Manager*. The *Contractor* adheres to one soft copy in a compact disc and one hard copy per station.

### **Documentation Recording**

The *Contractor* develops; list and maintains the Master Document List (MDL) of all documents submitted to the *Project/Training Manager* with all the relevant metadata.

### **Documentation Review and Turn-around.**

The *Project/Training Manager* has a maximum seven (7) working days to review and consolidate review comments for documentation submitted by *the Contractor*. The *Contractor* also has a maximum of seven (7) working days to respond and / rectify as per the comments by the *Project/Training Manager*.

### **Quality Management**

The quality requirements are as per ISO 9001:2008 and *Employer* Quality Standard, QM 58. This quality management philosophy is developed from the basis that manufacturers produce quality products, supervisor oversees the process, checks quality but liability for quality remains with the *Contractor*. The *Contractor* submits a QMS as a returnable schedule and uses it for all phases of the Project. The QMS complies with the requirements of ISO 9001:2008 standard. The *Contractor* provides evidence of a fully implemented QMS as and when requested by the *Project manager*. The *Project Manager* may at his sole discretion carry out an audit on the *Contractor*, the *Contractor's* suppliers and Sub-*Contractors*

Quality control plans will be produced by the *Contractor* or manufacturer which will indicate the level of product quality control to be applied. The CQP must be aligned to, and reference ISO 10005:2005 QMS, guidelines for quality plans and in compliance with the guideline in 240-105658000. The CQP will make reference to the *Contractor's* QMS Procedures to be used in this Contract. This plan will be reviewed by the *Project Manager*. The project team monitors that these plans are being implemented and that it is yielding the expected results through process and product verifications.

High quality standards are also assured by conforming to the following:

- a) The use of sound design and engineering principles,
- b) The design process uses a good performance and functional specification,
- c) It is ensured that the installation conforms to the Works Information.
- d) Design Review Procedure is followed
- e) Engineering Change Procedure
- f) QA/QC on project (manufacturing, installation)

The *Contractor* submits the following documents within ten (10) working days of the Contract Date to the *Project Manager* for review and acceptance prior to the commencement of work:

- a) The *Contractor's* QMS compliance with the requirements of ISO 9001:2008
- b) *Contractor's* quality manual
- c) *Contractor's* quality procedures
- d) *Contractor's* quality forms and work instructions
- e) *Contractor's* quality system documents referenced in this Works Information

The *Contractor* supplies the *Project Manager* with a QCP or ITP for review and acceptance.

The *Contractor* supplies the *Project Manager* with a detailed contractor organogram showing the quality personnel to be used in the Contract. The *Contractor* provides CVs of the quality management employees who will be responsible for quality.

The *Contractor's* Quality Management employee's responsibilities include but are not limited to the following:

- a) Implementation of the QMS
- b) Administration of QA/QC systems
- c) Verification of approval status of Sub-*Contractor's* QCP and procedures
- d) On-and -offsite inspections
- e) Co-ordination, inspection and verification of the *Employer's* intervention points
- f) Review of *Contractor* testing and inspection documents (procedures, test results)
- g) Reporting on quality performance

The requirement to submit these documents does not constitute a compensation event.

### **Quality Responsibility**

- a) The *Contractor* is accountable for the quality of the output and liable for any failures.

- b) The *Contractor* is responsible for defining the level of intervention of QA/QC or inspections. These are in line with the *Employers* requirements.
- c) The *Contractor* is responsible for defining the level of intervention of QA/QC or inspections to be imposed on his Sub-*Contractor's*, suppliers and sub-suppliers and must ensure that these are in line with the *Employer's* requirements.
- d) The intervention requirements take into consideration the criticality of the Plant and Material.
- e) The intervention points include all witness, hold, verification and review points required by the *Employer*. The *Contractor's* failure to allow the intervention points will constitute a non-conformance.

### Non-conformances and Defects

Where NCR's and Defect notifications are issued, the *Contractor* acknowledges receipt within 48 hours and proposes corrective and preventive actions to the *Project Manager* as per the contract response period. The corrective and preventive actions will include the implementation and completion dates. Progress on all NCR's and Defect notifications issued to the *Contractor* must be reported to the *Project Manager* on monthly basis.

The *Contractor's* Quality Manager keeps a register of all NCR's and Defect notifications issued. Deviations from the Contract are treated as a non-conformance. Records of NCRs and Defect notifications are kept and form part of the data book records.

During the contract execution phase, the *Contractor* will be monitored by the *Project Manager* for performance on quality related aspects. The monitoring will be in the form of audits and assessments.

### Tests and Inspections before Delivery

It is the responsibility of the *Contractor* to ensure that the system is tested after installation/restoration to the satisfaction of the *Employer's* data quality requirements.

### Procedure for submission and acceptance of Contractor's design

The *Contractor* shall meet requirements specified in section 3.2 of this Works Information. The *Contractor* shall confirm compliance to the specified training requirements as well as provide the training manuals for review to the Project/Training Manager. The reports and all documentation shall meet the quality standards specified in sections 2.2 and 2.6 of the ISO 9001, Quality Management Systems [1].

### Revisions

Date	Rev.	Compiler	Remarks
November 2024	1	Sibonelo Mtambo	This document was compiled to provide requirements for the Kusile Power Station Contactless Fingerprint Scanner

## **Development Team**

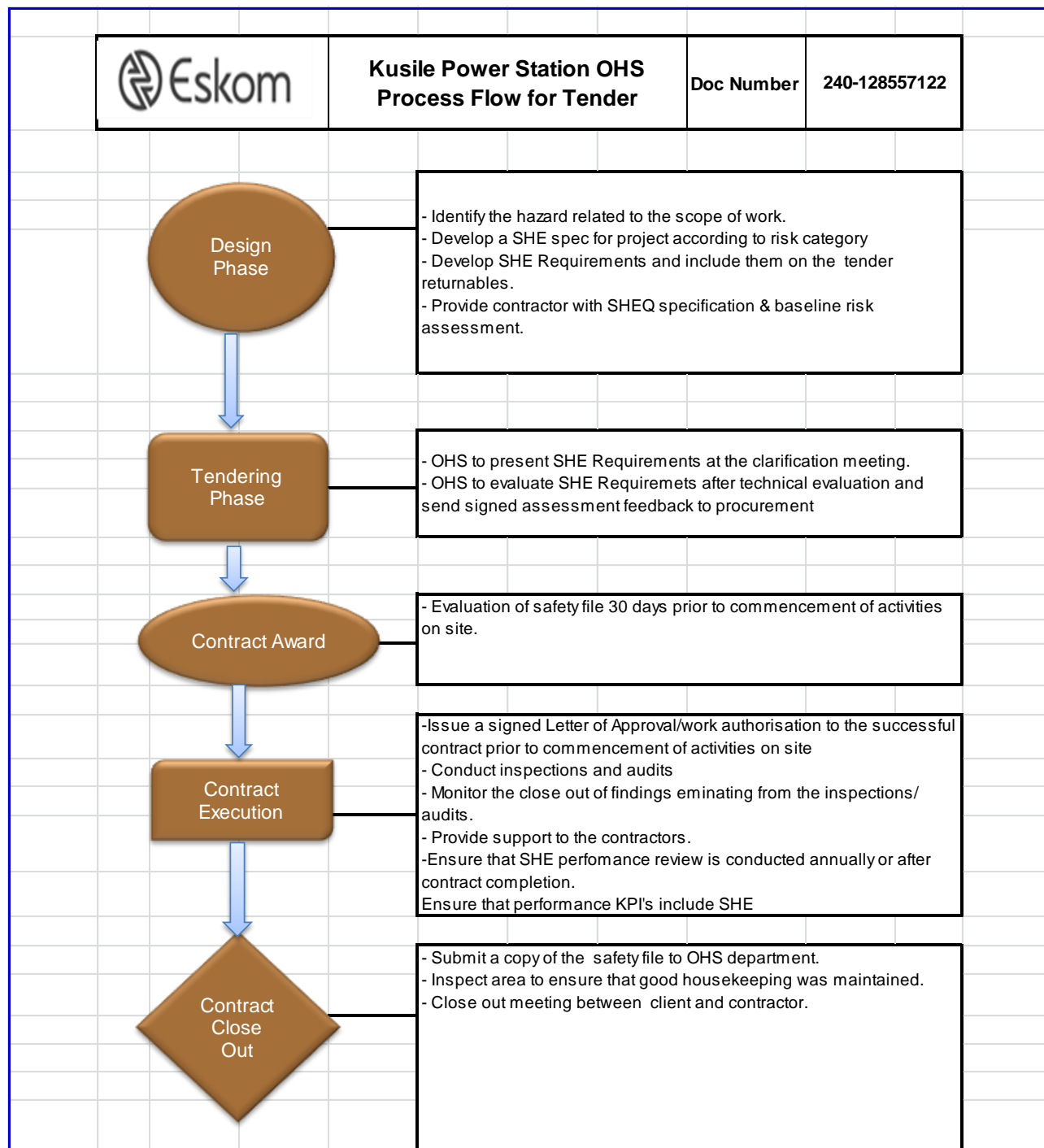
The following people were involved in the development of this document:

- a) Sibonelo Mtambo
- b) Harold Marobane

## **Acknowledgements**

N/A

## Appendix A: Kusile Power Station OHS Process Flow for Tender



## Annexure B – Contactless fingerprint scanner Installation Numbers

OEM	Number of installations
North gate turnstiles – buses entrance area	8
North Gate North Pedestrian turnstiles – security building	8
North Gate South Pedestrian turnstiles – security building	8
North gate security office	2
North gate – vehicle access	4
East gate turnstiles & vehicle access	9

### 1. Description of the service

Give a detailed description of what the *Contractor* is required to do. This may include drawings

### 2. Specifications

List the specifications that apply to this contract. Some typical headings have been provided as a minimum; delete if not required or expand and include correct titles as applicable.

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

**Technical specifications:**

### 3. Constraints on how the *Contractor* Provides the Service

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.  
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

#### 3.1 Meetings

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

#### 3.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

#### 3.3 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. The following text is provided as a guide; revise to suit actual requirements.

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

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
  - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;



- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

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

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

### 3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

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

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

### 3.6 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.



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

State whether a plan is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

Describe what the *Employer* will provide such as services (including water and electricity) and “free issue” plant and materials and equipment.

[illegible]

Give information about any property upon which the *service* is to be provided. This may include the property of others as well as that of the *Employer*. Also provide any other information which is likely to affect the *Contractor's* work.



**Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis**