



## NEC3 Term Service

# Short Contract (TSSC3)

A contract between Eskom Holdings SOC Ltd (Reg. No. 2002/015527/06)

and

for Service and Certification of Analytical Equipment, 3 x T9 titrators, 3 x Dosing Unit, 6 x Autosampler, 6 X Burette

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments)	Page No.
<b>Part C1</b>	<b>Agreements &amp; Contract Data</b>	
	C1.1 Form of Offer and Acceptance	[•]
	C1.2 Contract Data provided by the <i>Employer</i>	[•]
	C1.2 Contract Data provided by the <i>Contractor</i>	[•]
<b>Part C2</b>	<b>Pricing Data</b>	
	C2.1 Pricing assumptions	[•]
	C2.2 Price List	[•]
<b>Part C3</b>	<b>Scope of Work</b>	
	C3.1 Service Information	[•]
	Pro Forma Task Order	

Documentation prepared by:

# 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:

### Service of Autotitrators

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## 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 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*

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

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>Eskom Holdings SOC Limited (Reg. No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	E-mail address	<b>[•]</b>
If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:		
14.5	Name	
	Address	<b>Tutuka Power Station</b>
	Tel No.	
	Fax No.	<b>[•]</b>
	E-mail address	
	The authority of the <i>Employer's Agent</i> is	
11.2(5)	The <i>service</i> is	<b>Service and Certification of Analytical Equipment (Autotitrators Mettler Toledo T9), 3 x T9 titrators, 3 x Dosing Unit, 6 x Autosampler, 6 X Burette</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>31 November 2025</b>
30.1	<b>The <i>service period</i> is.</b>	<b>3 years</b>
13.2	<b>The <i>period for reply</i> is</b>	<b>21 days</b>
50.1	The <i>assessment day</i> is the	<b>Completion of work</b>
51.2	The interest rate on late payment is	<b>[•]% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]</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	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>
82.1	The <i>Employer</i> provides this insurance	as stated for "Format TSSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	Either state the name of the person selected & complete the contact details below, or include the following statement as an alternative:  the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a> )
93.4	The <i>tribunal</i> is:	arbitration.

The *arbitration procedure* is

**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**

The place where arbitration is to be held is **[•] South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

**The *conditions of contract* are the NEC3 Term Service Short Contract (September 2008)<sup>1</sup> and the following additional conditions Z1 to Z11 which always apply:**

## **Z1 Cession delegation and assignment**

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

- Z3.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

<sup>1</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or SAICE.

- Z3.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z3.3 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.

## **Z4 Confidentiality**

- Z4.1 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.
- 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 *Employer*.
- 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 *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*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z5 Waiver and estoppel: Add to clause 12.2:**

- Z5.1 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.

## **Z6 Health, safety and the environment**

- 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*:
- 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.

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 clause 50**

Z7.1 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.

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 clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 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.

**Z8 Notifying compensation events**

Z8.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

**Z9 *Employer's* limitation of liability; Add to clause 80.2**

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

**Z10 Termination: Add to clause 90.2, after the words "or its equivalent":**

Z10.1 or had a judicial management order granted against it.

**Z11 Addition to Clause 50.4**

Z11.1 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.

Z11.2 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*.

## **Annexure A: Insurance provided by the Employer**

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. Details of the insurance itself are available from the internet web link given below.*

1. Services provided in a TSSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" policy which may be in place for the *Employer's* portion of the property affected by the *service* or against the *Employer's* "assets" policy which may be in place for the *Employer's* portion of the property affected by the *service*, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the property affected by the *service* and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 82 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor to cover his risks as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "the *Contractor* provides .... the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. Part 2 of the contract will include a requirement for the tendering contractor to identify the cost of insurance which he has allowed for in his Prices, given the foregoing guidance, either as a separate priced item or
6. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

[http://www.eskom.co.za/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)

## Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 <a href="mailto:andrewbaird@ecsconsult.co.za">andrewbaird@ecsconsult.co.za</a>
Christopher BINNINGTON	Gauteng	+27 11 888-6141 <a href="mailto:cdb@bca.co.za">cdb@bca.co.za</a>
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 <a href="mailto:info@thurlowassoc.com">info@thurlowassoc.com</a>

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng on (+27 (0)11 800 4031 or (+27 (0) 86 668 0419; E-mail: [Leighton.Itholeng@eskom.co.za](mailto:Leighton.Itholeng@eskom.co.za)

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

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (September 2008) and the relevant parts of its Guidance Notes (TSSC3-GN)<sup>2</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 22 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>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

## 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.

Item no.	Description	Unit	Quantity	Rate	Price
<b>2025</b>					
1	Certification (Titrator)	each	3		
2	Service (Titrator)	each	3		
3	Service (Rondo/InMotion)	each	2		
4	Service (InMotion PRO/MAX)	each	2		
5	Service (Burette Drive)	each	3		
6	Certification (Burette Drive)	each			
7	Certification (Titrator Sensor Card Option)	each	2		
8	Admin Fee (Titration)	each	3		
9	Certification (Burette)	each	6		
10	Service (Burette)	each	6		
11	Service (InMotion FLEX)	each	2		
12	Dispensing Tube, 1.35m	each	6		
13	Siphon tip set, 5 Pcs.	each	3		
14	Glass cylinder 20 mL	each	9		
15	Piston 20 mL	each	9		
16	Stopcock, PTFE disk	each	6		
17	Glass cylinder 10 mL	each	3		
18	Piston 10 mL	each	3		
19	Buffer pH 4.01, 6X250mL	Pack	1		
20	Buffer pH 7.00, 6X250mL	Pack	1		
21	Rinse tube to connect the diaphragm pump with PowerShowerTM	each	1		
22	Electrode Check (Conductivity) [up to 3]	each	1		
23	Electrode Check (pH Aqueous) [up to 4]	each	1		
24	Conductivity board (1x combined conductivity and NTC, 1x pH/mV, 1x PT1000, 1x RS232C)	each	1		

25	Novoprene Tubes (1x1m, 10x118mm)	each	1		
26	DM141-SC Combined silver ring electrode with ceramic frit for argentometric titrations	each	1		
27	Propeller stirrer for Compact stirrer	each	3		
	DGi117-Water Plug & Play combined pH electrode with ground-glass sleeve junction and integrated temperature sensor for titrations in aqueous media	each	1		
28	Installation, Method Setup, Training	each	16		
29	Travel Cost	Km	1		
30	router Data	each	1		
<b>2026</b>					
1	Certification (Titrator)	each	3		
2	Service (Titrator)	each	3		
3	Service (Rondo/InMotion)	each	2		
4	Service (InMotion PRO/MAX)	each	2		
5	Service (Burette Drive)	each	3		
6	Certification (Burette Drive)	each	3		
7	Certification (Titrator Sensor Card Option)	each	2		
8	Admin Fee (Titration)	each	1		
9	Certification (Burette)	each	6		
10	Service (Burette)	each	6		
11	Service (InMotion FLEX)	each	2		
13	DV1020 - Interchangeable burette	each	4		
14	DV1010 - Interchangeable burette	each	2		
15	Buffer pH 4.01, 6X250mL	Pack	2		
16	Buffer pH 7.00, 6X250mL	Pack	2		
17	Electrode Check (Conductivity) [up to 3 ]	each	1		
18	Installation, Method Setup, Training	each	16		
19	Travel Cost	Km	1		
<b>2027</b>					
1	Certification (Titrator)	each	3		
2	Service (Titrator)	each	3		
3	Service (Rondo/InMotion)	each	2		

4	Service (InMotion PRO/MAX)	each	2		
5	Service (Burette Drive)	each	3		
6	Certification (Burette Drive)	each	3		
7	Certification (Titrator Sensor Card Option)	each	2		
8	Admin Fee (Titration)	each	1		
9	Certification (Burette)	each	6		
10	Service (Burette)	each	6		
11	Service (InMotion FLEX)	each	2		
13	Stopcock, PTFE disk	each	4		
14	Glass cylinder 20 mL	each	4		
15	Piston 10 mL	each	2		
17	Piston 20 mL	each	4		
18	Glass cylinder 10 mL	each	2		
19	Buffer pH 4.01, 6X250mL	Pack	2		
20	Buffer pH 7.00, 6X250mL	Pack	2		
21	Installation, Method Setup, Training	each	16		
22	Travel Cost	Km	1		
23	Buffer pH 4.01, 6X250mL	Pack	13		
24	Buffer pH 7.00, 6X250mL	Pack	13		
25	Buffer pH 9.21, 6X250mL	Pack	9		
26	Buffer pH 10.00, 6X250mL	Pack	9		
27	Conductivity Standard 12.88mS 6X250mL	Pack	6		
28	Conductivity Standard 1413µS, 6X250mL	Pack	3		

Total of the Prices

**Note:**

Tenderers shall allow in their rates for the cost of all materials, labour, transport, profit and all other costs which may be incurred in the proper execution of the works (access, compressed air, water, electricity etc). This could also include, but not be limited to levies payable to any industrial councils, associations, etc that may be due by the tenderer, the cost of compliance to legislation, for instance regarding Health and Safety, compliance with Labour Legislation, etc





## C3: Scope of Work

### C3.1 Service Information

Service and Certification of Analytical Equipment (Autotitrators Mettler Toledo T9 Model), 3 x T9 titrators, 3 x Dosing Unit, 6 x Autosampler, 6 X Burette and supply of consumables as listed on the price list

#### 1. Description of the service

Service and Certification of Analytical Equipment (Autotitrator Mettler Toledo T9), 3 x T9 titrators, 3 x Dosing Unit, 6 x Autosampler, 6 X Burette and supply of consumables as stated on the price list

#### 1.2 OFF LOADING PROCEDURE

N/A

#### 1.3 CONTACT LIMITS OF RESPONSIBILITY

Service should be done by a competent service technician/engineer, who is certified by Mettler Toledo to perform work on their instrument.

#### 1.4 NOISE LEVEL

In case of portable or movable items or plant, the sound pressure level, measured in the free plane over a reflecting Plane, shall not exceed 85 dB (a) at a distance of 3 meters from the surface of the item, when working at full load

#### 1.5 RESTRICTIONS ON THE UTILIZATION OF LABOUR

No restrictions on the use of the labour provided that the works to be carried out can be performed satisfactory within the time limits.

## 2. Specifications

Title:General Specifications:	Date or revision	Tick if publicly available
GGSO350 Generation Fire Risk Management		<input checked="" type="checkbox"/>
Occupational Health and Safety Act, Act 85 of 1993		
GGSO462:Quality requirements for Engineering and Construction works		
ENVP0016:Procedure for environmental handling of Waste including redundant and obsolete equipment		
Environment Conservation Act(Act 73 of 1989)		
Atmospheric Pollution Prevention Act (Act 45 of 1965)		
Road Traffic Act (Act 63 of 1977)		
Health Act(Act 63 of 1977)		
Hazardous Substances Act (Act 15 of 1973)		

ESKBAAD6 Environmental Management Policy		
ESKPBAAA9 Environmental Impact Assessment		
ESKPBAAA3 Air Quality Management Policy		
ESKPBAAC4 Waste Management Policy and Strategy		
ESKADAA7 Investigation of Major Incidents		

### 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

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

N/A

#### 3.2 Use of standard forms

Standard forms to be used by Contractor in the administration of contract are:

Access certificate  
Completion certificate  
Defects Certificate  
Delegation of the Employers duties  
Employer's instruction  
Event register  
Notification of a defect  
Task order  
Assessment

#### 3.3 Invoicing and payment

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

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total 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;
- The assessment will include all supporting documentation
- The invoice must be handed in with the assessment to the Account Payable person on site
- (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.

### 3.4 Records of Defined Cost

- N/A

### 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

- As per clause Z3 within contract data.

#### 3.6.1 Procurement Requirements:

##### PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price  
BBBEE Status  
Designated commodity (Yes/No)

N/A
N/A
N/A

### 3.7 Subcontracting

#### 3.7.1 Preferred sub *Contractors*

- Sub-*Contractors* will only be allowed with a written permission from the *Employer's Agent*
- Approved Sub-Contracting will be handled as per clause 21.1, 21.2 and 21.3

#### 3.7.2 Subcontract documentation, and assessment of subcontract tenders

- Will be handled the same as the section 2 Management strategy and start up.

#### 3.7.3 Limitations on subcontracting

- N/A

#### 3.7.4 Attendance on sub *Contractors*

- N/A

### 3.8 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure SHEQ POLICY 32-727, all waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to Eskom Environmental Legal and other Requirements procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017-7495536/9200.

### 3.9 Quality assurance requirements

The *Contractor* shall comply with QM58 Requirements, and demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with the Quality Control document QM 58. The Quality Control document is to be submitted for approval to Tutuka Engineering within three (3) days after order placement by the *Contractor*.

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to the *Employer's Agent*. The *Contractor*, in conjunction with Tutuka Engineering must sign off all Quality Control documents after completing all work on site. The *Contractor* to submit a copy of the final signed off document to the *Purchasers Representative* within 1 week after Completion of a Unit.

- QCP and contract quality plan standards as per QM 58 to be adhere to
- ISO 9001:2008 Quality Management Systems
- The guideline provides Fossil and Peaking Power Stations with information necessary to establish the classification of all plant systems, equipment, components and activities.  
The *Contractor* must provide Quality Control Plan documents for approval by Eskom Supervisor prior performing any activity.

#### 4. Requirements for the plan

##### 4.1 Facilities to be provided by the contractor

##### 4.1.1 Site services to be provided by the Contractor

The contractor is to off load the machinery and all other materials, tools and other equipment at the dirty water dam, in a safe manner to the satisfaction of Eskom. The contractor must supply Eskom with Documentation that all his personal are qualified to pre form the work they are required to do

##### 4.1.2 Security

The contractor will be responsible for compliance by his personal, suppliers and sub-contractors with all Eskom security regulations where they are applicable to the site of works and the access thereto

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

Item	Date by which it will be provided
Potable water is available on site	contract start date
Toilets are available one on the site	contract start date
Storage area within the Power Station site	contract start date
Medical assistance during normal working hours	contract start date

#### 6. Property affected by the service

Chemical Services lab

Task Order	
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**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**

Task Order No.      [●]                                  service    .[●]

To: [●].....

..... (Contractor)

I propose to instruct you to carry out the following task:

Description [●]

Starting date [●]

Completion Date [●]

Delay damages per week [●]

Please submit your price and programme proposals below.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

(for *Employer*)

Total of Prices for items of work on the Price List  
(details attached) R. \_\_\_\_\_

Total of Prices for items of work not on the Price List  
(details attached). R. \_\_\_\_\_

Total of the Prices for this Task Order R \_\_\_\_\_

The programme for the Task is ..... [ref] (attached)

Signed: \_\_\_\_\_ Date \_\_\_\_\_

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(for *Employer*)