



NEC3 Professional Services Contract (PSC3)

Contract between	Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)	
and	[Insert at award stage] (Reg No. _____)	
for	Provision of Condition Monitoring Services for Balance of Plant Using Handheld Technology for a Period of 60 Months	
Contents:		No of pages
Part C1	Agreements & Contract Data	[•]
Part C2	Pricing Data	[•]
Part C3	Scope of Work: The Scope	[•]
CONTRACT No.	[Insert at award stage]	

PROVISION OF CONDITION MONITORING SERVICES FOR BALANCE OF PLANT USING HAND-HELD TECHNOLOGY FOR A PERIOD OF 60 MONTHS**PART C1: AGREEMENTS & CONTRACT DATA**

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	[•]
C1.2a	Contract Data provided by the <i>Employer</i>	[•]
C1.2b	Contract Data provided by the <i>Consultant</i> [to be inserted from Returnable Documents at award stage]	[•]
C1.3	Securities proforma	[•]

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C1.1 Form of Offer & Acceptance

Offer

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

Provision of Condition Monitoring Services for Balance of Plant using hand-held Technology for a period of 60 Months

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 *Consultant* 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	

If Option E or G apply, for each offered total insert in brackets, "(Not Applicable – Cost reimbursable)"

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

Signature(s)		
Name(s)		
Capacity		
For the tenderer:		
Name & signature of witness	(Insert name and address of organisation)	Date

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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 Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)		
Name(s)		
Capacity		
for the Employer		
Name & signature of witness	(Insert name and address of organisation)	Date

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

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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	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness		
Date		

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C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		G: Term contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X9: Transfer of rights
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
11.2(9)	The <i>services</i> are	Provision of Condition Monitoring Services for Balance of Plant Using Handheld Technology for a Period of 60 Months
11.2(10)	The following matters will be included in the Risk Register	Equipment loss and damages Delays in response time for call outs Non-compliance to all legal register and SHE requirements Poor workmanship
11.2(11)	The Scope is in	Part 3: Scope of Work

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and www.ecs.co.za

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12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	Two (2) Weeks		
13.6	The <i>period for retention</i> is	Not applicable		
2	The Parties' main responsibilities			
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to		access date
		1	Arnot Power Station	[•]
		2	Performance and Testing Offices	[•]
		3	Plant Machinery	[•]
3	Time			
31.2	The <i>starting date</i> is.	TBA		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	To be updated accordingly once the contract is awarded		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	[•]	[•]
		2	[•]	[•]
		3	[•]	[•]
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	One (1) Week of the Contract Date.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	One (1) Week		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	One (1) Week		
42.2	The <i>defects date</i> is	Not Applicable		
5	Payment			
50.1	The <i>assessment interval</i> is	On the 30th day of each successive month.		
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item		Amount
		Not Applicable		Not Applicable
51.1	The period within which payments are made is	30 days after the receipt of correct and undisputed tax invoice		

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51.2	The <i>currency of this contract</i> is the	South African Rand
51.5	The <i>interest rate</i> is	The publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Indemnity, insurance and liability	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
81.1	These are additional <i>Employer's</i> risks	The insurances are stated on point Z 12 Insurance
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The <i>Consultant</i> provides the insurances stated in the Insurance Table A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	The <i>Employer</i> provides the insurances stated in the Insurance Table B
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	Four (4) Weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

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	Address	[•]		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	South Africa		
	The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The base date for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		70%	Labour	SEIFSA - Table C3
		10%	CPI	SEIFSA - D4
		5%	Transport	SEIFSA -Table L1(B)
		15%	non-adjustable	N/A
		100%	TOTAL	
X2	Changes in the law			
X2.1	Changes in the law	Is a compensation event if it occurs after the Contract Date		
X9	Transfer of rights	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.		



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X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	[•]
	Address	[•]
	The authority of the <i>Employer's Agent</i> is	[•]
X11	Termination by the <i>Employer</i>	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	12 months after the end of contract period
Z	The <i>Additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Consultant</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Consultant</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Consultant</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Employer</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Consultant</i> on their behalf.	
Z2.3	The <i>Consultant</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Consultant</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Consultant's</i> legal status, ownership or any other change to his business	

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	composition or business dealings results in a change to the <i>Consultant's</i> B-BBEE status, the <i>Consultant</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Consultant</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Employer</i> within thirty days of the notification or as otherwise instructed by the <i>Employer</i> .
Z3.3	Where, as a result, the <i>Consultant's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Consultant's</i> obligation to Provide the Services.
Z3.4	Failure by the <i>Consultant</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the <i>Employer</i> of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

Z4	Confidentiality
Z4.1	The <i>Consultant</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Consultant</i> , enters the public domain or to information which was already in the possession of the <i>Consultant</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Consultant</i> disclose information to Others in terms of clause 23.1, the <i>Consultant</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Consultant</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Employer</i> .
Z4.3	In the event that the <i>Consultant</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Consultant</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Consultant</i> 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 <i>Employer's</i> project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the <i>Employer</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the <i>Adjudicator</i> 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	Provision of a Tax Invoice. Add to core clause 51
Z6.1	The <i>Consultant</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.

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Z7	Notifying compensation events
Z7.1	Delete from the last sentence in core clause 61.3, "unless the <i>Employer</i> should have notified the event to the <i>Consultant</i> but did not".
Z8	<i>Employer's</i> limitation of liability
Z8.1	The <i>Employer's</i> liability to the <i>Consultant</i> for the <i>Consultant's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9	Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z9.1	or had a business rescue order granted against it.
Z10	Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)
Z10.1	If the <i>Consultant's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Services.
Z10.2	If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the <i>Employer</i> of completing the whole of the <i>services</i> in addition to the amounts due in terms of core clause 92.1.
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 <i>Consultant</i> or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Consultant</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant'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,

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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 <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Consultant</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Consultant's</i> obligation to Provide the Services for this reason.		
Z11.3	If the <i>Employer</i> terminates the <i>Consultant's</i> 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 <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Consultant</i> ensures that the Committing Party co-operates fully with an investigation.		
Z12	Insurance		
Z12.1	Replace core clause 81 with the following:		
81.1	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.		
81.2	The <i>Consultant</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.		
	INSURANCE TABLE A		
	Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
	Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Commercial and business to determine. [Delete this note after inserting]	Commercial and business to determine [Delete this note after inserting]
	Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<u>Loss of or damage to property:</u> 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	Commercial and business to determine [Delete this note after inserting]

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		<u>Bodily injury to or death of a person:</u> The amount required by the applicable law.	
	Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	Commercial and business to determine [Delete this note after inserting]
81.3	The <i>Employer</i> provides the insurances stated in the Insurance Table B.		
	INSURANCE TABLE B		
	Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity	
	Assets All Risk	Per the insurance policy document	
	Contract Works insurance	Per the insurance policy document	
	Environmental Liability	Per the insurance policy document	
	General and Public Liability	Per the insurance policy document	
	Transportation (Marine)	Per the insurance policy document	
	Motor Fleet and Mobile Plant	Per the insurance policy document	
	Terrorism	Per the insurance policy document	
	Cyber Liability	Per the insurance policy document	
	Nuclear Material Damage and Business Interruption	Per the insurance policy document	
	Nuclear Material Damage Terrorism	Per the insurance policy document	

Z13	Nuclear Liability
Z13.1	The <i>Employer</i> 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 <i>Employer</i> is solely responsible for and indemnifies the <i>Consultant</i> or any other person against any and all liabilities which the <i>Consultant</i> 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 <i>Consultant</i> or any other person or the presence of the <i>Consultant</i> or that person or any property of the <i>Consultant</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.3	Subject to clause Z13.4 below, the <i>Employer</i> 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 <i>Consultant</i> or any other person, or the presence of the <i>Consultant</i> or that person or any property of the <i>Consultant</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the

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	<i>Employer.</i>
Z13.4	The <i>Employer</i> does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
Z13.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.
Z14	Asbestos
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Consultant</i> 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.

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Z14.2	Upon written request by the <i>Consultant</i> , the <i>Employer</i> 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 <i>Consultant</i> may perform Parallel Measurements and related control measures at the <i>Consultant's</i> 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 <i>Employer</i> 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 <i>Consultant's</i> 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 <i>Consultant</i> 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 <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

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C1.2 Contract Data

Part two - Data provided by the *Consultant*

[Instructions to the tendering consultant: (delete these notes in the final draft of a contract)]

1. The tendering consultant is advised to read both the NEC3 Professional Services Contract, April 2013 and the relevant parts of its Guidance Notes (PSC3-GN)¹ 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 pages 158 & 159 of the PSC3 April 2013 Guidance Notes.
2. The number of the clause in the PSC3 which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Whenever a cell is shaded in the left hand column it denotes this data is optional in PSC3 and would be required in relation to the option selected. The *Employer* should already have made the selection and deleted the rows not required.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
22.1	The <i>key people</i> are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or www.ecs.co.za

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11.2(10)	The following matters will be included in the Risk Register		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	R (in figures) (in words), excluding VAT	
C	Target contract		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	R (in figures) (in words), excluding VAT	
G	Term contract		
11.2(25)	The <i>task schedule</i> is in		

PART 2: PRICING DATA

PSC3 Option G

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option G	[•]
C2.2	<i>Staff rates, expenses and the task schedule.</i>	[•]

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C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11 11.2	(17) The Price for Services Provided to Date is, for each Task, the total of <ul style="list-style-type: none"> the Time Charge for work which has been completed on time-based items on the Task Schedule and a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
		(20) The Prices are <ul style="list-style-type: none"> the Time Charge for items described as time based on the Task Schedule and the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

Identified and defined terms	11.2	(13) The Time Charge is the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract.
------------------------------	------	--

and

Assessing the amount due	50.3	The amount due is <ul style="list-style-type: none"> the Price for Services Provided to Date, the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p>
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In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task-by-Task basis using the Task Schedule to compile the cost of carrying out a Task.

Expenses are calculated separately and added to the amount due for the services provided.

2. Staff rates and expenses

Tendering consultants are advised to consult the NEC3 Professional Services Contract Guidance Notes before entering *staff rates* into Contract Data, or in section C2.2 which follows.

This is because *staff rates* can be established in one of three ways:

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- rates for named staff,
- rates for categories of staff, or
- rates related to salaries paid to staff.

Rate adjustment for inflation, if necessary, can be based either on actual salary adjustments or by using Option X1: Price adjustment for inflation. See pages 13 and 14 of the PSC3 Guidance Notes.

Expenses associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*.

As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the *staff rates*.

Rate adjustment for inflation of *expenses* is explained on page 15 of the PSC3 Guidance Notes.

3. The function of the Task Schedule

The Task Schedule may include items of work to be paid for on a rate (Time Charge) or on a lump sum price for the item. Any work ordered during the term of the contract – i. e. before the Completion Date – for which there is no priced item in the Task Schedule is priced using the compensation event procedure and the resulting Price is added into the Price List.

The *task schedule* is prepared by the *Employer* for the *Consultant* to price or may be prepared jointly with the *Consultant*. It is typically priced in two parts as items of work to be carried out on a time basis and lump sum prices for other items of work. The task schedule must be as complete as possible and fully representative of all the work and *services* which the *Employer* may require the *Consultant* to carry out. The only unknown is when the work is to be carried out; the Task Order will be used to instruct when work to be done.

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C2.2 Staff rates, expenses & the task schedule

This section can be used when the *staff rates* and *expenses* are considerable in number and more conveniently located here than in the Contract Data. Entries in the Contract Data should refer to this section of Part 2.

State whether the *staff rates* and *expenses* exclude or include VAT.

Item No.	Description	Unit	Quantity	Rate	Amount
Preliminaries and general					
1	Safety file fixed (year 1)	Sum	1		
2	Safety file time related (year2-5)	Annually	4		
3	Medicals for 6 employees	Annually	5		
4	Police clearance for 6 employees	Annually	5		
PPE requirements for 6 employees					
5	Hard Hat Hard hats must be of the type that has an adjustable three-point webbing chin strap as prescribed in accordance with SANS 1397	Each	30		
6	Goggles Goggles Shall be in accordance with SANS 1404 (2 every year)	Each	60		
7	Overalls (work suits) 2 every year	Each	60		
8	Safety Boots ((2 every year) Steel toe to be marked with SABS SANS 20345	Each	60		


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9	Dust masks Disposable particulate mask for protection against solid and non-volatile liquid particles only; EN 149:2001 +A1 2009 FFP2 NR D CE 0086.	Each	9600		
10	Earmuffs (1 every year) Hearing protection used shall be in accordance with SANS 1451	Each	30		
11	General purpose Gloves Shall be rated EN 388-4131; Shall have full coating colour: black or grey; palm: 1 mm; used for these application's: maintenance; logistics and warehousing; using tools and instruments	Each	60		
Traveling Mileage for a duration of 5 years					
12	Standby Travelling Rates/KM paid from Witbank & Middelburg (Limited distance) for call outs	KM	100800		
13	Travelling Rates/KM to the supplier's premises for acceptance testing and Quality checks.	KM	56448		
Personnel Required					
14	Consultant's key person – ND. in Mech Eng. Vib ISO Cat 3 level & IR level II (Normal hrs)	Hrs	9600		
15	2x Analyst to key person - ND. in Mech Eng Vib ISO Cat 2 & IR Level I (Normal hrs)	Hrs	19200		
15.1	Analyst - Standby call-out/overtime rates for Monday-Saturday (Vibration, Infrared & Alignment) @1.5	Hrs	840		
15.2	Analyst - Standby call-out/over time rates for Sunday or Public Holiday (Vibration, Infrared & Alignment) @2	Hrs	240		

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16	1x Laser Alignment Technician – Shaft Laser Alignment II, ISO Cat 1 & IR I (Normal hrs)	Hrs	9600		
16.1	Laser Alignment Technician - Standby call-out/overtime rates for Monday- Saturday (Vibration, Infrared & alignment) @1.5	Hrs	840		
16.2	Laser Alignment Technician - Standby call-out/overtime rates for Sunday or Public Holiday (Vibration, Infrared & Alignment) @2	Hrs	240		
17	1xTechnical Official –Vibration Cat 1 Training (Normal hrs)	Hrs	9600		
17.1	Technical Official – Standby call-out/overtime rates for Monday-Saturday (Vibration, alignment) @1.5	Hrs	840		
17.2	Technical Official – Standby call-out/over time rates for Sunday or Public Holiday (Vibration, Infrared & Alignment) @ 2	Hrs	240		
18	1xTechnical Official – Oil Analysis 1 Training (Normal hrs)	Hrs	9600		
18.1	Technical Official – Standby call-out/overtime rates for Monday-Saturday (Oil analysis) @1.5	Hrs	240		
18.2	Technical Official – Standby call-out/over time rates for Sunday or Public Holiday (Oil analysis) @ 2	Hrs	240		

The total of the Prices	
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2026/04/23

N.B Travel requirements:

- Only Employer sanctioned travel will be paid for.

4. The task schedule

Not Applicable

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Scope</i>	
C3.2	<i>Consultant's Scope</i>	
	Total number of pages	

C3.1: EMPLOYER'S SCOPE

1 Description of the services

1.1 1.1 Executive overview

The services requested is for provision of condition monitoring services for balance of plant using handheld equipment at Arnot Power Station as stipulated and prescribed in this document for a period of 60 months using the employer's equipment. The sole purpose of condition monitoring is to keep machines in useful operating state and avoid catastrophic failures by taking remedial action to correct deficiencies.

Condition monitoring remains a useful tool for knowing equipment operational condition and life cycle management and often takes place at a specified interval as prescribed by the maintenance strategy. The maintenance strategy specifies what failure mode are to be monitored, monitoring frequency and the ideal technique for monitoring

Objectives of Effective Condition Monitoring.

Elementary goals for Condition Monitoring at an Eskom Coal Fired Power Station is to access and view equipment operational condition, and to allow planned intervention to correct unusual conditions.

In summary it is to;

1. Optimization of Operational Costs
2. Improve Reliability, Availability and Operability
3. Increase equipment life cycle

1.2 Condition monitoring techniques currently being utilized at Arnot Power Station:

1. Vibration Analysis
2. Tribology
3. Infrared Thermography
4. Shaft Laser Alignment
5. Ultrasonic Testing
6. Motor Current and Voltage Analysis
7. Visual Inspections

1.3 1.2 Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
PSC	Professional Service Contract
PM	Planned Maintenance " a schedule to determine data collection interval routines"
NEC	New Engineering Contract
P&T	Performance and Testing
IR	Infrared

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2. Specification and description of the services

2.1 Employer's requirements for the service

- Collection of vibration data, analysis and reporting using employer's equipment
- Raise maintenance request (SAP Notification) for deviations on plant being monitored by handheld techniques (Vibration and infrared) to be attended by Maintenance.
- Conduct Shaft Laser Alignment on Boiler, Turbine Ash handling and Coal plant when required to do so using the employer's supplier equipment.
- Attend to any additional request (AD-Hoc Request) as per the customer's requirements.
- Be able to work with CSI/RBMsware vibration equipment and software, including Equipment for special tests such as ODS
- Assist Maintenance & Engineering Departments with their QC/Acceptance test of equipment at the supplies workshops (motors, pumps, gearboxes etc.) after repairs or when required;
- Have a stand-by roster with a minimum of 2 People on roster for call-out and over time purpose.
- Training and transfer of skills to Eskom employees involved in condition monitoring on all aspects of Condition Monitoring.
- Conduct Electrical Motor Current Analysis and Voltage Analysis.
- Assist in Investigations on failed machines.
- Vibration Software Alarm-set streamlining and keeping accurate and up to date.
- Attend Safety and plant related meetings as required.
- Provide services of an advisory or specialist nature.

2.2 Other Requirements

- Have Safety Files ready and comply with Safety and Health requirements at Arnot Power Station at all times.
- Incorporate additional Plant on scope as required by Employer and system Engineers and adjust data bases as required.
- As per man grade cost, Keep an electronic and manual book of working times, call outs and overtime. Record reasons for over time, callouts and time not on site.

2.3 Special Tests

- Do resonant tests on equipment and report on findings and submit notification for corrective action, when required.
- Conduct case studies histories.
- Assist with conducting Turbine Over speed Trip Test

2.4 Reporting

Reporting	Monthly Condition monitoring Overview report
Reporting	Weekly Condition monitoring Overview report
Reporting	Weekly Standby Reliability Status Report
Reporting	Weekly Feed pump Condition Monitoring Status Summary Report
Reporting	Daily reporting on routine & requests for vibration and IR sampling
Reporting	Reports to be generated for every alignment job conducted not exceeding 1 day
Request	Collect vibration data & Analyse data on Request and provide feedback on findings
Request	Collect vibration data before acceptance of equipment at Eskom Workshop and Supplier's workshops.

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PM's	Include additional Vibration and Infra-Red PM's Added to scope by Planning department.
PM's	Completion of PM History feedback and Time duration indication.
Standby duties	At least three people to be on standby list to do Standby duties
Equipment	Equipment To be kept in a clean and presentable condition after Use.
Special tests	Setup, Monitoring, and Analysis Reporting for special condition Monitoring test with equipment supplied By Arnot such as portable online system, Modal Analysis, Infrared, resonance etc.
Time Recording	Maintain a clear Record of times worked for the <i>Employer</i> in a diary format
Data Base maintenance & management	Vibration reporting & History data base (RBM view) to be used by Contractor to reflect History of all Routine and ad-hoc work done and kept up to date. Vibration data base are to be kept current and alarms, Fault Frequency sets, and Analysis Parameter set information kept current with plant together with the plant tree structure.

2.5 Scope of Work**2.5.1 Vibration Analysis (data collection, analysis and reporting)**

- The routine frequency for data collection, analysis and reporting will be on a monthly basis unless otherwise specified.
- The routine frequency for data collection, analysis and reporting for SFPT's, EFP's and Turbine Control Oil Pumps will be on a weekly basis.

TURBINE PLANT (6 UNITS)

1. 1 x SFPT per Unit
2. 2 x EFP'S per Unit
3. 2 x Turbine Control Oil Pump per Unit
4. 2 x EXTRACTION PUMP per Unit
5. 2 x MAKE UP PUMPS per Unit
6. 1 x GSCV FAN per Unit
7. 2 x HPH DRAIN PUMPS per Unit
8. 2 x SEAL OIL PUMPS per Unit
9. 2 x VACCUM PUMPS per Unit
10. 2 x CW BOOSTER PUMPS per Unit

BOILER PLANT (6 UNITS)

1. 2 x ID FANS per Unit
2. 2 x FD FANS per Unit
3. 6 x MILLS per Unit
4. 6 x PA FANS per Unit
5. 2 x AIR HEATERS per Unit
6. 6 x ASA FANS per Unit
7. 6 x MSA FANS per Unit
8. 8 x PURGE AIR FANS per Unit
9. 4 x BOILER CIRCULATING PUMPS per Unit

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AUXILIARY PLANT

1. 8 x ASH PUMPS
2. 8 x CW PUMPS
3. 8 x SLUICE PUMPS
4. 5 x AWR PUMP SYSTEM PUMPS
5. 5. 8 x CONTROL AIR COMPRESOR
6. 6 x FUEL OIL RECIRC PUMPS.
7. 12 x FUEL OIL PUMPS.
8. 4 x ANION PUMPS.
9. 3 x POTABLE PUMPS.
10. 6 x SERVICE WATER PUMPS.
11. 1 x AMONIA DOSING PUMP.
12. 1x EFFLUENT SUMP PUMP.
13. 8 x HOPPER COOLING PUMPS.
14. 8 x ASH PUMPS SEALING WATER PUMPS
15. ALL COAL CONVEYORS 4C,4B, 4C, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 8C, 8D, 8E, 8F, 9A, 9B, 9C, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 15A, 15B, 16A, 16B, 17, 18, Reclaim 1(19)23, 20, 21A, 21B, 24, 26, STAITH BYPASS – 1A, 1B, 2A, 3A 16. 6 x UNIT COMPRESSORS.
17. 2 x STATION COMPRESSORS.
18. 4 x STANDBY COMPRESSORS.
19. 4 x BAG FILTERCOMPRESSORS.
20. 3 x CPP PUMPS.

2.5.2 Infrared Thermography (Image collection, analysis and reporting)

- The frequency for image collection, analysis and reporting will be on a 3-month period basis unless otherwise specified.
- Passing valves identification are conducted on “if and when required basis”
- All transformers as in Infrared scanning table list.
- Infrared identification & Confirmation on passing Valves & drains on if and when required basis (Turbine drains, Boiler drains and HP Heaters Valves)
- All unit large motor junction boxes as in Infrared scanning table list.
- Conveyor belt idlers on ALL COAL CONVEYORS BELTS> 4A, 4B, 4C, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 8C, 8D, 8E, 8F, 9A, 9B, 9C, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 15A, 15B, 16A, 16B, 17, 18, Reclaim 1(19)23, 20, 21A, 21B, 24, 26, STAITH BYPASS – 1A, 1B, 2A, 3A
- All boilers PF pipes for blockages as in Infrared scanning table list.
- All Boiler wall from 184 ft. level to 0 ft. level

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- Passing valves on Unit's to verify high water make up.
- High pressure heaters safety valves
- Transformers are to be scanned for hotspots and a record of such transformers is to be kept.
- Reports of such transformers are to be sent to all the relevant customers.
- Special I.R scanning requests.
- Motor junction boxes as per routine are to be scanned for overheating and a report sent to the relevant people.

2.5.3 Shaft Laser Alignment (Alignment and reporting)

- This part of the service will be on a full-time basis.
- The frequency for shaft laser alignment is on "if and when requested" by maintenance personnel. The shaft laser alignment covers Boiler Plant, Turbine Plant, Ash handling Plant and Coal Plant.

2.5.4 Tribology (Oil collection, analysis and reporting)

- The frequency for oil collection, analysis and reporting

2.5.5 Ultrasonic Testing (Ultrasonic and reporting)

- This part of the service will be on a full-time basis.
- The frequency for ultra-sound is on "if and when requested" by maintenance personnel. The ultrasonic testing covers Boiler Plant and Turbine Plant.

2.5.6 Training

- The contractor shall be required to provide annual training to a minimum of ten (10) Eskom employees in the following specialized diagnostic: Vibration Analysis, Oil Analysis, Shaft Laser Alignment, Infrared Thermography, and Ultrasonic Testing.
- This part of the service will be on "if and when is required."

3 Constraints on how the *Consultant* Provides the Services.**3.1 Management meetings**

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Departmental Plant Status Meeting	Weekly 07:30 AM – 08:00 AM	CED Boardroom	<i>Employer's Agent, Consultant</i>
Station Plant Focus Meeting	Weekly 09:00 – 10:00 AM	EIKE Boardroom	<i>Consultant</i>
Risk Assessment	When and if required	Control Room or any other location communicated	<i>Consultant</i>
Statutory Plant health status and SHE meeting's	Time interval to be established by <i>Employer's Agent</i> or plant safety Representative.	CED Boardroom	<i>Employer's Agent Consultant employees</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*.

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Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.

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

3.2 Consultant's key persons

The *Consultant* indicates on an organogram his structure and key personal that will be employed by the *Consultant*. He indicates the contact names, level, contact numbers of each and the responsibilities of each person employed on this contract.

The *Consultants* Key person is responsible for the execution of all work (including Special Tests) as stated in the Scope and all requests as requested by the *Employer's Agent* or any of his delegates at the time. The *Consultants* Key person is also responsible for coordinating working time's as prescribed by Arnot Power Stations Manpower department and recording of such time's as stated in the *Scope*

3.3 Provision of bonds and guarantees

Not applicable

3.4 Documentation control and retention**3.4.1 Identification and communication**

- All documentation will be done bearing the Eskom logo and comply with documentation format as requested by the *Employer's Agent* or any of his delegates for the duration of the Contract.
- Communication method to all the clients of the *Employer* will be dictated by the *Employer or the Employer's Agent* or any of his delegates as he deems fit.
- The clients that need to be communicated to will also be determined by the *Employer or the Employer's Agent* or any of his delegates as he deems fit.
- The *Consultant* implements a document management system for control of all documents he produces under this contract.
- Upon completion of the Contract, the *Consultant* must submit all information contained in his document management system to Eskom Arnot Power Station.
- Information contained in the *Consultant's* document management system may not be divulged to any third party, without authorisation from the Employer's Agent to do so at Eskom Arnot Power Station.
- Formal Communication to the *Employer* or the *Employer's Agent* must be done by means of formal letter heads accepted and approved by his company stating all required information. Facsimiles and other means of communication will not be accepted other than a Original document.

3.4.2 Retention of documents

- Any software that forms part of the Services is supplied by the *Employer*. No condition monitoring or other Eskom owned software may be removed from site by the *Consultant* without authorisation of the Employer's Agent on site.
- All data in terms of this contract are supplied on electronic media including hard copies of all such documentation.
- All data and reports produced under this contract is considered the intellectual property of Eskom Arnot Power Station and may not be divulged to any third party without prior authorisation from the Employer's Agent to do so.
- Upon completion of the Contract, the *Consultant* must submit all information contained in his document management system to Eskom Arnot Power Station.

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- Information contained in the *Consultant's* document management system may not be divulged to any third party, without authorisation from the Employer's Agent to do so at Eskom Arnot Power Station

3.5 Records and forecasting of expenses

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than 4 (four) weeks.
- Payment interval is as stated clause 50.1 and includes expenses for all work as stated in the scope including special tests
- Records and expenses forecasting is to be conducted as stated in the pricing Data.

3.6 Records and forecasting of the Time Charge

Time, traveling and manpower with activities must be recorded electronically and manually by the *Consultants* key person, for cross referencing by the *Employer's* Agent.

3.7 Invoicing and payment

The following details shall be shown on or attached to each Invoice to show how the amount due has been assessed:

The following details shall be shown on or attached to each Invoice to show how the amount due has been assessed:

- Including expenses
- Including rates as per category of staff hours worked.

The *Consultant* shall address the tax invoice to Invoiceseskomlocal@eskom.co.za and include on it the following information:

- Name and address of the *Consultant* and the *Employer's* Agent.
- The contract number and title.
- *Consultant's* VAT registration number.
- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- (add other as required)

3.8 Contract change management

Not applicable

3.9 Inclusions in the programme

Not applicable

3.10 Quality management**3.10.1 System requirements**

- Clause 40.1 requires that the *Consultant* operate a quality management system as stated in the Scope and ISO 14001 standards.
- Arnot Power Station strives to conform to ISO 14001 standards, it is thus expected from the *Consultant* to adhere to these ISO requirements at all levels.

3.10.2 Information in the quality plan

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- Clause 40.2 requires that the *Consultant* provide a quality policy statement and quality plan which complies with requirements stated in the Scope and ISO standards.

3.11 The Parties use of material provided by the *Consultant***3.11.1 *Employer's purpose for the material***

Not applicable

3.11.2 Restrictions on the *Consultant's* use of the material for other work

Not applicable

3.11.3 Transfer of rights if Option X 9 applies

Not applicable

3.12 Management of work done by Task Order

- No task orders will be loaded.
- All special tests performed during the month must be reflected at the end of the month under special Tests on the monthly invoice.
- Special Test rates as agreed upon between the *Consultant* and the *Employer* and time spent performing such a test, reporting and presentation.

3.13 Health and safety

The *Consultant* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the services.

3.13.1 The *Consultant* and his sub-*Consultants* ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority.

3.13.2 The *Consultant* acts in accordance with the health and safety requirements stated in the Works Information.

3.13.3 In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Consultant* complies and procures and ensures the compliance by its employees, agents, Sub *Consultants* and mandatories with.

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- the Eskom "Health, Safety and Environmental specifications for *Consultant*" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the *Consultant* (collectively "the Eskom Regulations").
- The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Consultant*. The *Consultant* complies with the provisions of the

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latest written version of the Eskom Regulations with which it has been provided. • The health and safety plan prepared by the *Consultant* in accordance with the SHEQ Requirements.

- The OHSA and the Eskom Regulations are collectively referred to as the “SHEQ Requirements”.

3.13.4 The *Consultant*, at all times, considers itself to be the “Employer” for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Consultant* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Consultant* is at all times responsible for the supervision of its employees, agents, Sub *Consultants* and mandatories and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

3.13.5 The *Consultant* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.

3.13.6 The *Consultant* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Consultant* supervises the execution of their duties by all such appointees.

3.13.7 The *Consultant* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request.

- supply the Eskom Safety Officer with copies of minutes of all Health And Safety Committee meetings, whenever he is required to do so;
- Supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

3.13.8 The Employer, or any person appointed by the Employer, may, at any stage during the duration of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Consultant*;
- refuse any employee, Sub *Consultant* or agent of the *Consultant* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements.
- Issue the *Consultant* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

3.13.9 The *Consultant* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Employer’s Representative.

3.13.10 The *Consultant* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

3.13.11 The *Consultant* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

3.13.12 The *Consultant* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub *Consultants* or mandatories with the SHEQ Requirements while providing the Works in terms of this contract. As such, the

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Consultant confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the ***Consultant*** and the ***Employer*** regarding health and safety for the purposes of section 37(2) of the OHSA.

3.13.13 The ***Consultant*** agrees that the ***Employer*** is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the ***Consultant***, and the ***Consultant's*** employees, agents or Sub-***Consultants***, to the extent permitted by the OHSA.

3.13.14 The ***Consultant*** hereby indemnifies the ***Employer*** and holds the ***Employer*** harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the ***Employer*** and/or suffered or incurred by the ***Employer*** (as the case may be) as a result of, any failure of the ***Consultant***, its employees, agents, Sub ***Consultants*** and/or mandatories to comply with their obligations in terms of this clause 18, and/or the failure of the ***Employer*** to procure the compliance by the ***Consultant*** , its employees, agents, Sub ***Consultants*** and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.

3.13.15 In carrying out his obligation as the mandatory to the ***Employer*** for this contract in terms of the National Environmental Management Act No.107 of 1998, the ***Consultant*** ensures that he complies with the Act when Providing the Services or using plant, materials or equipment.

3.13.16 Permit to work system.

- No work is to be carried out without a "permit to work".
- The ***Consultant's*** Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Arnot Power Station.

3.13.17 Safety Induction Course.

All the employees of the ***Consultant*** must attend a safety induction course before they will be allowed to work on the Site. It is the responsibility of the ***Consultant*** to ensure that all employees have attended the safety induction.

- A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the date and time of arrival so that the safety induction can be arranged.

3.13.18 Local Safety Procedures.

The ***Consultant*** adheres to all local procedures. A list of some local procedures is available on request from the Employer's Agent.

3.13.19 Incidents / Accidents

Incidents and accidents must be reported and investigated as detailed in. All incidents must also be reported to the ***Employer*** within 24 hours.

3.13.20 First aid must be made available either by the ***Consultant*** or use can be made of the Arnot medical centre at a fee. The availability of the ***Consultant's*** own first aid does not relieve the ***Consultant*** of his obligation to report and investigate the incident in accordance with Arnot Procedure.

3.13.21 Protective Equipment and Clothing

The ***Consultant*** must ensure that all protective equipment necessary to carry out the work is supplied, maintained and used by his employees as required in terms of the OHSACT and local procedures.

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Equipment will be inspected by an authorised Eskom employee on arrival at the site.

3.13.23 Environmental Policy and Waste Handling

Arnot Power Station Environmental Policy must be adhered to.

3.13.24 Disposal of Hazardous / toxic Waste

Waste must be removed promptly to the designated deposit areas. No stockpiling will be permitted.

- Domestic waste to the white Skips.
- Production waste in the marked bins i.e. coal and ash only.
- Paper & cans to their respective recycling bins.
- Contact Civil Engineering for the disposal of building rubble.
- Scrap metal (M a Metal bins), Wood & Rubber, Redundant Valves, Pipes, Equipment etc. to be placed in the marked bins in the Scrap Yard.
- Solvents and cloths used to the Cleaning Bay.
- Hazardous / toxic waste includes all waste which contains elements or compounds listed as hazardous substances in terms of the Hazardous Substances Act No. 15 of 1973. Any *Consultant* who produces hazardous waste on site will be responsible for the safe removal of such waste to a registered Class I site by a waste removal and disposal body. The *Consultant* will be required to produce a certificate of safe disposal in accordance with. The *Consultant* must ensure that persons handling hazardous waste have undergone suitable training and are acquainted with cleaning methods in case of a spillage. The *Consultant* is also responsible for the safe removal of their hazardous waste to Arnot's Hazardous Waste Store. Other requirements for hazardous waste are detailed in.

3.13.25 In order to ensure effective hazardous waste management, a copy of the *Consultants* hazardous waste inventory must be supplied to the Employer's Agent at least 2 days prior to the occupation date.

3.13.26 Abbreviated list of Hazardous Materials

Acids and alkalis	Hydrocarbons	Pesticides & insecticides
Antimony and its compounds	Inorganic cyanides	Pharmaceuticals
Arsenic compounds	Inorganic compounds containing halogens	Phosphorus and its compounds
Asbestos	Inorganic compounds containing sulphur	Selenium and its compounds
Barium compounds	Laboratory chemicals	Silver compounds
Beryllium compounds	Lead compounds	Tarry & petroleum products

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Biocides & phytopharmaceuticals	Medical wastes	Tellurium and its compounds
Boron compounds	Mercury compounds	Thallium and its compounds
Cadmium and its compounds	Nickel and its compounds	Vanadium compounds
Chromium compounds	Organic halogen compounds	Zinc compounds
Copper compounds	Paints and paint sludges	Waste with flash point < 60 °C
Heterocyclic organic compounds	Peroxides, chlorates	

3.14 Procurement**3.14.1 BBBEE and preferencing scheme**

Not applicable

3.14.2 Other constraints

Not applicable

3.14.3 Preferred sub-Consultants

Not applicable

3.14.4 Subcontract documentation, and assessment of sub-contract tenders Not applicable**3.14.5 Limitations on sub-contracting**

Not applicable

3.14.6 Attendance on Sub-Consultants Not applicable**3.15 Correction of Defects**

Not applicable

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- All security access regulations laid down by ESKOM and in particular Arnot Power Station must be complied with.
- Goods and Equipment removed or brought on to the premises must be declared at Security.
- Permanent access permits supplied by security for equipment regularly used and is either taken out or brought in for working purposes must be shown at the gate.
- Goods or equipment not used for routine work must have a (*Employer*) signed gate permit for removal, valid only for that instance.
- Breathalyser tests conducted at security must be complied with to ensure safety. Persons found not passing such a test will be denied access to the premises.
- The *Consultant* must familiarise his staff and himself with Eskom regulation pertaining to substance abuse and insure adherence to the regulation.

3.16.2 People restrictions, hours of work, conduct and records

- Working hours are the times that are implemented by Arnot Power Station's Manpower department.
- The rules and regulations pertaining to over time and Emergency call-out regulations are also available at the manpower department or can be viewed in the ESKOM Conditions of service.
- Work Starting times mean being at your place of work and ready to commence working at the stipulated starting time.
- End of workday means leaving your place of work at the stipulated time.
- These times can only be changed with permission from the *Employer* or his delegate, with arrangement being done within a reasonable time frame prior to leaving the place of work.
- The *Consultant* remains responsible for staff constraints due to whatever reason and will make provision for lack of staff to ensure that work scope is completed and up to date.
- Concise time keeping records manually
- and electronically indicating manpower and level of responsibility must be kept up to date, corresponding to rate of cost to manpower being invoiced. The *Consultant Key person* is responsible for record keeping and signing of Payment certificates at each month end.

3.17 Cooperating with and obtaining acceptance of Others

Not applicable

3.18 Things provided by the *Employer*

The *Employer* will make available the list of equipment below for the *Consultant's* use during performance of the *services*.

- 4 x Desktop computers
- 2 x 2130 CSI Dual Channel Data Collector (With Cables & Accelerometer)
- 4 x 2140 CSI Dual Channel Data Collector (With Cables & Accelerometer)
- FLIR P640 Infrared Camera
- PRUFTECHNIK ROTAlign Shaft Laser Unit
- Shims

3.19 Cataloguing requirements by the *Consultant*

Not applicable

PROVISION OF CONDITION MONITORING SERVICES FOR BALANCE OF PLANT USING HAND-HELD TECHNOLOGY FOR A PERIOD OF 60 MONTHS**4 List of drawings****4.1 Drawings issued by the *Employer***

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

Drawing number	Revision	Title