

PROJECT TITLE: PF SAMPLING AND GRADING OF PF SERVICES AT TUTUKA POWER STATION FOR THE DURATION OF 60 MONTHS AS AN WHEN REQUIRED BASIS.



NEC3 Term Service Contract (TSC3)

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

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

for **PF Sampling and Grading of PF services at Tutuka Power station for the duration of 60 months as an when required basis.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[17]
Part C2 Pricing Data	[3]
Part C3 Scope of Work	[26]

CONTRACT No. [Insert at award stage]

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PART C1: AGREEMENTS & CONTRACT DATA

Contents:

C1.1 Form of Offer and Acceptance

[to be inserted from Returnable Documents at award stage]

C1.2a Contract Data provided by the *Employer*

C1.2b Contract Data provided by the *Contractor*.

[to be inserted from Returnable Documents at award stage]

C1.3 Proforma Guarantees

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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:

PF Sampling and Grading of PF services at Tutuka Power station for the duration of 60 months.

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R [•]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the *Employer*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

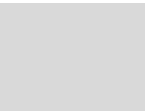
Date

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*.

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	PF Sampling and Grading of PF <i>services</i> at Tutuka Power station for the duration of 60 months.
11.2(14)	The following matters will be included in the Risk Register	As per annexure B on the last pages of this document.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days.
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	A week after contract is awarded
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 months
4	Testing and defects	NEC 3TSC Core clause 40(40.1 -45.2) will be applied.
5	Payment	
50.1	The <i>assessment interval</i> is	After completion of each task when report is submitted.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted

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under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	NEC 3 TSC will be applied for the compensation events.
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	
9	Termination	NEC3 TSC Core clauses for Termination will be applied.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.

11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]

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Fax No. [•]

e-mail [•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[Gauteng] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation																						
X1.1	The <i>base date</i> for indices is	Month prior to the enquiry closing date																					
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>15%</td><td colspan="2">non-adjustable</td></tr> <tr> <td>100</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15%	non-adjustable		100		
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15%	non-adjustable																						
100																							
X2	Changes in the law of	Republic of South Africa is a compensation event if it occurs after the Contract Data																					
X17	Low service damages																						
X17.1	The <i>service level table</i> is in	Annexure A on the last pages of this document																					
X18	Limitation of liability																						
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to																						
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or	the amount of the deductibles relevant to the event																					

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	damage to the <i>Employer's</i> property is limited to	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	• the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	3 months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	1 week after the contract start date.
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure C on the last page of this contract document. No incentives will be paid but for key performance indicators. KPI's are there to monitor performance of this contract.
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	6 Months.
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

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Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all

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such images vests exclusively in the *Employer*.

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

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

Z8 Notifying compensation events

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

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of

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the event, he is not entitled to a change in the Prices.

Z9 *Employer's limitation of liability*

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 *Ethics*

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

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

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

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

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

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

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

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

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the *Services* if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the

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Employer can terminate the *Contractor's* obligation to Provide the *Services* for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the *Services* for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

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injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	
--	--

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site,

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without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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

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

Z14 Asbestos

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

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, normalized to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All

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

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

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C1.2 Contract Data

Part two - Data provided by the *Contractor*.

Notes to a tendering *Contractor*:

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

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

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

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

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

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

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C1.3 Forms of Securities

Not Applicable.

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PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for <i>Services Provided to Date</i> is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering *Contractor* needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

ITEM NO	DESCRIPTION	UNIT	QUANTITY	Duration: 5 Years	RATE	AMOUNT
1	PRELIMINARIES AND GENERAL					
1.1	Safety File	Sum	1			
1.2	Medicals (For 4 personnel)	Each	4	5		
1.3	Police Clearance (For 4 personnel)	Each	4	5		
1.4	PPE (For 4 personnel)	Each	4	5		
P&G's Sub-Total						
2	PF SAMPLING SYSTEM WORKS					
2.1	Test Coal and Test Corrosion Products Sampler	No.	360			
2.1	Traveling	Km	21012			
2.3	Standing time: Charge rate per hour: frequency - after 2 hous	Hour	180			
PF Sampling System Works Sub-Total						
GRAND TOTAL EXCL VAT						

C3.1: *EMPLOYER'S* SERVICE INFORMATION

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1. Description of the service

1.1. Executive overview

The *Contractor* is to perform Mill PF sample collection to determine the distribution, recovery rate and size grading according to the standard procedure. To also submit reports for each mill completed within 7days.

The *Contractor* is expected to have fundamental PF sampling knowledge. Will be required to provide procedure for this task, it should include the instruments that will be used to carry out this activity as well as references of standards approved used as guidelines.

1.2. Employer's requirements for the service

1.2.1. PF Sampling on UNIT 1-6 bi-annually or as and when required. Each unit consists of 6 mills.

Tutuka power station has tube mills which consists of:

- 4 PF pipes on each Mill
- 3 sampling ports per pipe
- 6 sample points per Probe measurement

Pipe diameter	mm	687
Probe nozzle diameter	mm	14

1.2.2. PF sampling report to include the following test and analysis.

- PF distribution
- Recovery rate
- PF grading
- Coal analysis , Coal feeder sample, Coal, and PF analysis.

1.2.3. PF Grading

The Contractor should provide a sample report standard and include formulas that will be used for calculations. The following sieve sizes is compulsory to be used when doing PF grading:

Standard Burner Requirements:

- Passing through 75µm: 65% to 75%
- Passing through 106µm: 77% to 86%
- Passing through 150µm: 88% to 94%
- Passing through 300µm :98.8% to 99.8%

Low Nox Burners (no over fire air):

- Passing through 75µm: 71% to 80%
- Passing through 106µm: 80% to 90%
- Passing through 150µm: 99.4% to 99.95%
- Passing through 300µm :100%

Raw coal sample and PF sample

The contractor to take Mill feeder raw coal and PF sample and send to Laboratory for the following analysis:

- Raw coal Total Moisture
- PF Total Moisture
- Raw coal Hardgrove index.

1.2.4. Raw coal sample and PF analysis

1.2.4.1. Mill feeder raw coal sample to be taken and sent to Laboratory for the following analysis.

- Total Moisture
- Hardgrove index

1.2.4.2. PF sample to be sent the following analysis.

- Total moisture

1.3. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
B-BBEE	Broad Based Black Economic Empowerment
CIDB	Construction Industry Development Board
COC	Certificate of Compliance
CPA	Cost Price Adjustment
H V	High Voltage (1000V and above)
ISO	International Organization for Standardization
L V	Low Voltage (< 1000 V)
LAR	Local Access Register
OHSACT	Occupational Health and Safety Act
ORHVS	Operating Regulations for High Voltage Systems
PF	Pulverised Fuel
PIR	Performance Improvement Report
PPE	Personal Protective Equipment
PPPFA	Preferential Procurement Policy Framework Act
PSR	Plant Safety Regulations
QCP	Quality Control Plan
QMS	Quality Management Systems
RP	Responsible Person
SABS	South African Bureau of Standards

SACPCMP	South African Council for the Project and Construction Management Professions
SAMTRAC	Safety Management Training Course
SAP	System Application Product
SOW	Scope of work
YTD	Year to date

2 Management strategy and start up.

1.1 . The *Contractor's* plan for the service

- To be discussed before each task can be carried out between the *Contractor* and *Employer*
- Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work
- The *Contractor* can start work after the Purchase Order and Task Order has been issued, unless given Instruction by the *Service Manager*

1.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	TBC_____ at ____	TBA	TBC
Overall contract progress and feedback	TBC on _____ at ____	TBA	<i>Employer and Contractor Employer, Contractor and ____</i>

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

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

Attendance of meetings as required by *Service Manager* Such as

- Any meeting requested by the *Employer* or *Contractor*
- All Assessment meetings

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

- 1 X Site Supervisor
- 2 X Assistants

1.4 Provision of bonds and guarantees.

- N/A

1.5 Documentation control

- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied, and recorded.
- Writing is in the Language of this contract.

- c) All reports to be discussed, compiled and handed to the *Employer* Supervisor and *Service*
- d) *Manager* (to be announced by the *Employer*)
- e) All communications must be printed and filed in the *Service Managers* file.

1.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Purchase Order number
- Invoices can only be sent in by email once the GR number is released by the *Employer*.
- CPA calculation sheet and invoice for CPA (with the GL Account Number (430150) and cost center number on the invoice) to be send directly to
- Invoicing and payment procedure to be followed

1.7 Contract change Management.

- a) Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (The *Employer's* Procurement and Supply *Management* Procedure).
- b) In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- c) The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- d) Changing the service information.
- e) Access.
- f) Provision by the *Employer*.
- g) Stopping work.
- h) Work of the *Employer* or others.
- i) Reply to communication.
- j) Changing a decision.
- k) Withholding acceptance.
- l) Delayed tests or inspections.
- m) Change of affected property.
- n) Materials, facilities etc. for tests.
- o) *Employer's* risks.
- p) Assumption about compensation events.
- q) *Employer's* breach of contract.

1.8 Records of Defined Cost to be kept by the *Contractor*.

- N/A

1.9 Insurance provided by the *Employer*.

- Refer to Contract Data section 8 and Z12.

1.10 Training workshops and technology transfer.

- a) Induction training to be done before work commences on site.
- b) All training required by the *Employer* will be on the *Employer's* account.
- c) Training will also be provided on new equipment to execute scope of work on site.

- d) All Artisans must be trained and authorised in terms of Plant Safety Regulations Responsible Persons (RP) within 6 months after the contract has been awarded.
- e) The *Employer* will provide Plant Safety Regulations (PSR) and ORHVS training necessary for the *Contractor* in order to carry out the works. First training will be on *Employer's* cost, if the *Contractor's* personnel failed the first attempt, the second attempt training will be on *Contractor's* cost.
- f) *Contractor* must be trained on working at heights as per Eskom's standard procedure and training to be on *Contractor's* account.
- g) *Contractor* must be trained on working at confined space as per Eskom's standard procedure and training to be on *Contractor's* account.
- h) The *Employer* will provide Plant Safety Regulations (PSR) and ORHVS training necessary for the *Contractor* in order to carry out the works. First training will be on *Employer's* cost, if the *Contractor's* personnel failed the first attempt, the second attempt training will be on *Contractor's* cost.
- i) The *Employer* will provide any training deemed necessary by the *Service Manager* for the *Contractor* to perform the service. The *Contractor* shall be obliged to carry out the service for which the training was provided.

2.11 Design and supply of Equipment

- *Contractor* to provide all tools and equipment necessary to perform the required service and tools / equipment to be in good and safe condition to work with.
- All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- All lost equipment and tools to be declared to the *Service Manager* and full details of incident.
- In the case for a Modification the Modification process must be followed
- *Contractor* will also be responsible to supply a yearly SANAS calibration certificate for own multi meters.
- All tools and equipment needed to execute the scope of work including Multi meter and megger must comply with Hazardous Locations requirements.

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

2.12.1 Equipment Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- On Completion of contract the *Contractors* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract
- *Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid
- As per clause 70.2 to provides other things as stated in the Service Information
- The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement and must be kept up to date at all times.

2.12.2 Information and other things

- All reports / documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- The *Contractors* safety file will be handed over to the *Service Manager* and will be saved for 40 years after completion / termination of the contract.

2.13 Management of work done by Task Order

- A Task Order is the instruction to commence work.
- No work shall commence until Task order is issued and a Purchase Order number has been finalised and accepted and signed by both the *Employer* and *Contractor*
- Completion certificate to be issued after task on each Task Order is completed and Assessment certificate to be completed
- Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required
- All work will be issued via SAP Maintenance or as per Task order system

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

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

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

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

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

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

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHE Specification 14RISK SRM – 084 to this Service Information.

- All The *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract

SHEQ Policy

Eskom SHEQ Policy

The *Employer* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the *Employer's* business.

Compliance with the *Employer's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Contractor SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHEQ file.

SHE plans requirements.

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
 - The SHE plan must be pre-approved by the client for implementation. The principal *Contractor* / *Contractor* has a responsibility to send the SHE plan to the client for approval prior to commencement of work.
 - The SHE plan must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses / changes.
- When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's SHEQ specifications and scope of work.

3.1.1 Health and Safety Arrangements

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

Health and safety

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as per the *Employer's* procedure as stipulated below:

- SHEQ Policy 32-727
- The *Employer's* Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the *Employer's* Commercial Process 32-726
- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- The *Employer's* Vehicle Safety Specifications 32-345
- Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

Site Regulations and Procedures

Site Regulations

The latest revision Tutuka Power Station Site Regulations form part of this contract.

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

"Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*".

Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Speed Limit

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

Transportation of passengers: open LDV's:

With effect from 31 May 2006 no *Employer* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *Employer* and *Contractor* employees – therefore the following will be enforced:

The *Employer's* Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and *Contractors*.

- Rule 1: Open, Isolate, Test, Earth, Bond, And / Or insulate before touch - that is any plant operating above 1 000 V.
- Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol.
- Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

Security / Criminal Clearance Check.

- Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a

reputable screening company. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

- Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract.
- Contractors are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.
- Contractors are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labour actions and if the individual was dismissed from Eskom and the reason for such dismissal.

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

The *Contractor* 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.

The *Contractor* shall appoint a person who will liaise with the *Employers* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its workplaces and on its employees.

Refuse any employee, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT.

Issue the *Contractor* with a work stop order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-*Contractors* or agents.

The *Contractors* Health and safety file is to be submitted for approval to the *Employers* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and the specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid

3.1.2 First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Employer*.

All *Contractor* personnel must have First aid and firefighting training.

Fire extinguishers to be provided by the *Contractor* for all *Contractors* Cabins.

3.1.3 Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

3.1.4 Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

3.1.5. Fire protection

The provision of the *Employer's* standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable.

3.1.6 Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

- Incident Management, Corrective & Prevention Action Procedure to be adhered to – 14Risk IM PC-019.

3.1.7 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer* within 24 Hours of incidents and any damage to property or equipment.

NOTE! This report does not relieve the *Contractor* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

3.1.8 Occupational Health and Safety Act 85 Of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

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

3.1.9 The *Contractor* appoints a person who liaises with the *Employer's* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

- Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- perform safety audits at the *Contractor's* premises, its workplace and its employees.
- refuse any employee, Sub*Contractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act.
- Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*.

3.1.10 Safety Regulations of the *Employer*

The *Contractor* conforms to the *Employer's* Plant Safety Regulations

The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

3.1.11 Barricading / Screens and Scaffolding:

The *Contractor* shall provide and install fixed barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

The *Employer* will supply scaffolding if not stated differently in the Works Information. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Service Manager* should be notified of any adjustments.)

3.2 Environmental constraints and management

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

Compliance to all applicable licences, permits and other compliance obligations. The *Contractor* shall comply with the Tutuka waste management procedure including, separation of waste prior storage, zero littering, transportation and disposal among others. Prevent all hazardous waste disposal and store hazardous substances and waste in impermeable areas as outlined in the integrated waste management procedure.

Adhere to the correct speed limits and report all incidents within 24hrs to Eskom representative. The *Contractor* shall attend all applicable meetings and training session including the monthly SHEQ *Contractor* Forum. Compliance to Eskom SHEQ policy is not negotiable. All measure to prevent pollution and protect the environment shall be implemented at all times.

3.3 Quality assurance requirements

- No Site work is allowed unless the *Employer* accepts the Quality Management System
- The *Contractor* must conform to Quality Management System-ISO 9001:2015 requirements
- The *Contractor* will fully conform to the requirement of the *Supplier* Quality Requirement Specification (QM-58), standards, procedures and Eskom policies
- All activities that needs to have Quality control plans (QCP) must be in place which will be developed by the *Contractor*, also to be approved by Eskom Engineer prior execution of work.
- The service provider might be subjected to audits. reviews and during the execution of work the client must perform inspections and spot- checks.
- Where applicable the service provider must conform/comply with all statutory requirements.
- All documented information as per category 2, to be submitted prior work execution for purpose of evaluations

- Where the principal service provider will be sub-contracting, the principal service provider must provide the documented information on how to control the sub-*Contractor*. The principal *Contractor* must take full responsibility of managing subcontracted *Supplier*.

All interventions to be signed off by relevant personnel. The Service Provider, 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 *Service Manager* within 1 week after Completion of each activity or task.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed.

- All relevant personnel names and titles must be specified to the *Service Manager*
- All new staff to be appointed in writing.
- All new staff to do induction training.
- All replacements of staff will be in the same discipline (e.g., Artisan for an Artisan with proof of qualifications)
- All new staff to be approved by the *Service Manager* before entering the site or commission work.
- All staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel, a new access to work form to be completed by the *Contractor*.
- Only required specified approved number of personnel to be allowed on site, pre-arranged with *Service Manager*.

BBBEE and preferencing scheme

- As per SDL&I inputs

PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price	
BBBEE Status	
Designated commodity (Yes/No)	

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

4.2 Subcontracting

4.2.1 Preferred sub*Contractors*

- Sub- contracting will only be allowed with permission from the *Service Manager*

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- N/A

4.2.3 Limitations on subcontracting

- As per SDL&I requirements

4.2.4 Attendance on sub *Contractors*

- N/A

4.3 Plant and Materials

4.3.1 Specifications

- a) All plant spares and materials to be inspected (Quality checked) before installing at plant.
- b) The *Employer* will supply all spares and materials.
- c) The *Contractor* is not allowed to use any materials or spares for private usage or on other Sites.
- d) The *Contractor* must transport material as requested.
- e) Requests to be in writing the day before the material will be needed.
- f) The *Contractor* to transport tools and materials from and to the work site.
- g) Work and QC do be done according to *Employer's* regulations and procedures.
- h) The *Contractor* will be responsible for Inspection and Maintenance on equipment.
- i) The *Contractor* will be responsible for the safeguarding, care and security of all items whilst in the *Contractors* custody and control, until Completion of the whole of the works.
- j) *Contractor* must be "trained and be authorised" with the necessary PPE, equipment, tools, skills and skilled to handle any equipment, spares, tools and materials related to the scope.
- k) In case of loss or damage to *Employer's* tools and equipment by the *Contractor*, the *Contractor* must in their own expense replace the item/s.

4.3.2 Correction of defects

- N/A

4.3.3 *Contractor's* procurement of Plant and Materials

- N/A

4.3.4 Tests and inspections before delivery

- N/A

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

- a) All spares removed and returned to Tutuka premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective *Services* personnel.

4.3.6 Cataloguing requirements by the *Contractor*

- N/A

5 Working on the Affected Property

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

- Lifesaving rules and all the *Employer's* procedures to be adhered at all times
- Access is limited and controlled by Plant Safety Regulations requirements.
- No employee will be allowed to access the plant or to work without access permit issued.
- No employee will be allowed to access the plant or to work without valid medical certificate.
- All personnel who are to work on the plant must be registered on the Worker's Register by the Responsible Person.
- All personnel must attend induction before working on site and must obtain gate permits via the *Service Manager*.
- All personnel to have an Identification card at all times
- Unauthorized access to site is prohibited. The personnel are expected to be at their working site area at all times.
- No recruitment on site or at the main access gates or any of the *Employer's* Premises' is allowed.
- All activities to comply with the OSHACT and Regulations.
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the *Employer's* standard, to be current at all times (Live Document)

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

- Working hours is the *Employer's* working hours
Monday to Thursday 07:00-16:15
Friday 07:00-12:00
- Overtime might be required but must be approved by the *Service Manager*.
- Timesheets to be logged and signed by *Service Manager* at all times.
- Standby is required and will be on an as and when required basis depending on the plant status (Outages / Breakdowns)
- Call outs will be on an as and when required basis depending on the plant status.
- In periods of absence longer than 10 working days per year (it includes sick leave and annual leave as negotiated substitute must maintain the plant.
- When on standby need to attend to breakdowns on an as and when required basis.
- Tool box meetings must be performed every weekday mornings and plan overtime mornings. The work load would be distributed among the Technician and Semi – Skilled, based on the plant requirements. The *Contractor* must be available for any plant break downs during after hours, week- ends and public holidays. The *Contractor* must be on site after 1 hour after a phone call is made.
- For all planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager* before work commence.
- All overtime worked must comply with the *Employer's* overtime policy.

5.3 Health and safety facilities on the Affected Property

- a) Proto team on each shift
- b) Medical Station and relevant staff on Site.
- c) Each workshop has a first aid box available.
- d) Yearly induction for all personnel.
- e) In an emergency the contract supervisor and *Service Manager* must be notified immediately.

Facilities as designated by the *Employer*

- Toilets
-

First aid centre

The *Contractor* provides a first aid service to his employees and *SubContractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities are available.

Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life-threatening situations.

The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities.

5.4 Environmental controls, fauna & flora

Environmental management

- Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- All *Contractors* shall comply with the *Employer's* environmental management procedures and Environmental legislation.
- Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.
-

Waste Management

- Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.
- The *Employer's* periodically collects waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.
- Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste
- Maroon bin for scrap
- Green box for cartridges
- Blue box for recyclable paper

Radiation protection

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or *Supplier* of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the *Supplier*

(dealing directly with the *Employer*) to supply the information. If information is not available for whatever reason, the *Supplier* must indicate and give reasons to the *Employer*.

Environmental management

The *Contractor* is required to ensure that all goods, *services* or works supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the Site, the goods, *services* or works supplied will also conform to the *Employer's* environmental specifications.

Handling of waste produced by the Contractor.

All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.:BN0621-16296-5.

The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.

The *Contractor* is required to ensure that all goods, *services* or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer's* site, the goods, *services* or work supplied also conforms to the *Employer's* environmental specifications.

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

Stockpiling of waste

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

Hazardous waste

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site.

Pest Control

- Only approved herbicides with a low environmental risk shall be used for pest control.
- Only registered pest controllers may apply herbicides on a commercial basis.
- Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, and Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

- Incidents related to water pollution must be reported to the *Employer's* environmental department within 24 hours.
- Report/fix leaking taps and pipes to save water.
- Use water sparingly.
- Chemical substances shall not be disposed of in waste water or storm water drains.

Air Pollution

- Dust suppression measures must be in place to reduce airborne dust.

- Noxious and offensive odours arising from work activities shall be adequately controlled.
- Ground Pollution
- Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls.

Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures.

5.5 Cooperating with and obtaining acceptance of Others.

It is likely that other *Contractors*, *Employer's employees* and Other Contractors will be working in the same area. Others will however from time to time require limited access to the same area in order to execute maintenance activities and the *Contractor* is to be accommodating in such instances.

Planning

Programmes are submitted in hard and electronic copy.

Progress report

A progress report will be submitted to the *Service Manager* monthly.

Completion

This section specifies what the *Contractor* has to do for Completion.

Requirements for Completion

Completion is when the *Contractor* has done all the work, which the Service Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the *Employer* from using the works.

The site is handed back to the *Employer* in a condition acceptable to the *Service Manager*

5.6 Records of *Contractor's* Equipment

- *Contractor's* equipment (Cell phones with Camera's, Computers, Camera's etc.) to be declared and signed in at security.
- All test equipment must be calibrated and tested regularly and certificates must be handed to the *Service Manager* for record keeping.
 - *Contractor* to hand in a list of all tools to be used on site and to report and indicate whenever new tools are added to the list to the *Service Manager*
 - All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
 - All lost equipment and tools to be declared to the *Service Manager* and full details of incident.
 - *Employer* will provide scaffold required on the plant. *Employer* cannot be held liable for delays due to scaffold erection for *Contractor* is responsible to indicate within sufficient time in advance when scaffold will be required.
 - *Contractor* is responsible to safeguard its own tools and equipment.

Electrical & Instrumentation equipment and appliances.

Any electrical/ instrumentation equipment or appliances used by the contractor conforms to the applicable south African safety standards and is maintained in safe and proper working condition. The *service Manager* has a right to stop the *contractor's* use of any electrical/instrumentation equipment or applicable that in the

Services Manager's opinion does not conform to the foregoing. The *Contractor* only employs skilled persons, certified in terms of the relevant acts.

5.7 Equipment provided by the *Employer*.

- N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Supply of electricity point extensions to be supplied by the *Employer*.

The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only. All installations or equipment complies with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection. Uninterrupted supply is not guaranteed and is not grounds for compensation events. The *Contractor* makes arrangements, at his own expense, to maintain continuity and quality of power supply.

Water point pipe extensions to be supplied by the *Employer*

The *Employer* supplies potable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

Telecommunications

The *Employer* will *provide* a telephone land point, but *Contractor* is responsible for its own account.

Allocated area.

Employer will provide space and *Contractor* to provide own cabins.

Messing Facilities:

The *Employer* does not provide meals. However, the *Contractor* may make use of the Tuck shop and messing facilities on site.

On Site Toilets

Permanent toilets to serve the Power Station Terrace area are provided by the *Employer*. All the *Contractor's* Personnel are expected to make use of these facilities.

Lighting

All temporary local lighting, in accordance with the requirements of the Factories Inspector, is provided by the *Contractor* at his own expense. No local lighting is provided by the *Employer*.

5.8.2 Provided by the *Contractor*

Contractor to provide and ensure safe transportation *services* for all his *Contractors* and it must comply with 32-93 and 33-345 procedures.

- Access permits (Refer to procedure, Access control at Eskom premises (32-11341)
- *Contractor* to provide own (coffee, sugar, milk, tea etc.)
- All computers and printers accessories needed to be provided by the *Contractor*
- All PPE to be provided by the *Contractor* and must be SABS approved and of Eskom standards.
- Gloves and dust masks will be supplied by the *Contractor*
- Provide SABS approved Safety harnesses as per Eskom Safety requirements and must be inspected daily and logged.
- *Contractor* will provide a Method Statement to explain how the SOW will be executed and this must form part of Tender returnable.
- The *Contractor* makes his own arrangements for accommodation and meals
- The *Contractor* provides his own cell phone and the cost thereof
- The *Contractor* will be responsible for no Eskom telephone calls, faxes, and internet usages
- *Contractor* to provide 2 x (380VA 63 amp) 50m extensions, Extensions must be COC certified
- All lifting gear/equipment (such as slings, eyebolts, shackles, snatch block, ratchet, level hoists, lifting blocks, chain blocks, turfers and pull lifts etc.) up to five tons to be provided by the *Contractor*.
- *Contractor* to provide barricading for no-entry in works areas

5.9 Control of noise, dust, water and waste

- All necessary and relevant PPE must be used at all times when entering or working on plant
- Risk assessments must be completed before commencing with any task to be current at all times (Live Document).
- All relevant procedures to be used at all times.

5.10 Hook ups to existing works

5.10.1 Constraints on how the *Contractor* provides the service.

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- The main *Contractor* is accountable for the management of their sub-*Contractors* and *Suppliers* and to ensure that the applicable legal and the *Employer's* requirements (applicable during contract execution) are complied with by the sub-*Contractors* and *Suppliers* (all tiers). If there are non-conformances / non-compliance to applicable legal and the *Employer's* requirements identified, then the Main Service Provider/Provider/Principal *Contractor* will be penalised.
- The *Contractor* shall operate under the direction and instructions of the *Employer's* Manager or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- *The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.*
- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employers* rules, regulations and procedures.
- The *Employer* reserves the right to terminate the contract, once 3 non-conformances / PIR are raised against the *Contractor*.
- The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- The *Contractor* must submit Curriculum Vitae of its entire staff prior to work commencing on site.

- The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- All *Contractor* supervisors and Technicians must be authorised in Plant Safety Regulations and HV as per legislative requirements and the period within which this requirement must be fully met, will be finalized and confirmed within six months on contract award or as soon as the *Employer* can arrange the training.
- The *Contractor* will be responsible for the full payment of the legislative training costs for every employee at the *Contractor's* cost, in the event that the employee must redo the training due to failing at the first attempt as well as the subsequent Failure to pass the second attempt the employee should be replaced.
- All unknown / known *services* will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other *services* in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- Care must be taken to prevent damage to any surroundings such as the plant, roads, environment and equipment in and around existing buildings.
- The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- The *Contractor* and his employees may only smoke in the allowed / designated areas.
- The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g. theft etc.

5.10.1 Qualifications (Note – the below mentioned will change from time to time based on the skills required per contract)

Minimum qualifications requirements of people employed by the *Contractor* are as follows:

- **Site Supervisor** - must have grade 12 and /or N3, Red seal Trade test with a minimum of 3 years related PF sampling, grading and analysis.
- **Assistants** - must be able to speak, read, write, and understand English and have a minimum Completed grade 12 and trained to execute the scope of work as per this contract.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- Mill PF Sampling and sample collection(onsite)
- Mill coal feeder sample collection (onsite)
- Mill PF grading (offsite)
- Mill coal and PF sample analysis (offsite)

5.11.2 Materials facilities and samples for tests and inspections

- PF sampling machine for PF sample collection
- Collecting tins for PF sample storing
- Collecting bags for Coal sample storing

6 List of drawings

Drawings issued by the *Employer*.

All relevant drawings will be available in workshops or at the drawing office. *Contractor* to immediately advise the *Employer* of suspected deviations and updates required on drawings.

Drawing number	Revision	Title

7. Annexure A

Low Service Damages

X17 LOW SERVICE LEVEL TABLE			
ITEM	DESCRIPTION OF TASK	MEASUREMENT	DAMAGES TO BE IMPLEMENTED
SHEQ violation	Violation from the same individual	Violation from the same individual	First offence Disciplinary action.
			Second offence within the same financial year (01 April-31 March) to be dismissal (and replacement of skill by <i>Contractor</i>)
<i>Contractor</i> fails to provide the services	<i>Contractor</i> fails to provide the service and/or provide any mitigations to correct the non-conformance within the five (5) working days	Per incident	0.1% per day of the total of the Price for each item

8. Annexure B

Risk Register

Description of the risk		Action to avoid or reduce the risk
Risk event	Cause & possible outcome	Action to be taken and who in terms of the contract is responsible for taking it
Incorrect tools for the job	Unnecessary delays in making the plant available	<i>Contractor</i> to supply correct tools for the job
Unavailability of personnel to perform tasks	Delay in production	Immediate replacement in the absence of personnel for 3 days and longer by <i>Contractor</i>
Poor Quality of workmanship	Failure of equipment	<i>Employer</i> to approve QCP prior to work execution and sign off the required interventions as per QCP. <i>Supplier</i> to approve all steps within QCP for the execution of the work.
Unavailability of Radios	No proper communication	Radios to be available at all times to communicate Safety and Risks

9. Annexure C

Key Performance indicators

X20 – KEY PERFORMANCE INDICATOR										
	KPA	Objectives	Weight	Base	Target	Ceiling	YTD		YE	
							A	S	A	S
1	Task order execution plan	Ensure task execution plan response time as per the contract	%		48 hours	<24 hours				
2	Task order report submission	Ensure submission of report it's a per the contract	%		7 days	< 5 days				

