



NEC3 Term Service Contract (TSC3)

Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and	[Insert at award stage] (Reg No. _____)	
for	Fall Out Dust Sampling	
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CONTRACT No.	[Insert at award stage]	

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
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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:

Fall Out Dust Sampling

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:			
Name & signature of witness	(Insert name and address of organisation)	Date	
Tenderer's CIDB registration number:			

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

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

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

Note:

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

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

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

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

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

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (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	[•]
	Fax	[•]
	e-mail	[•]

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

11.2(2)	The Affected Property is	Arnot Power Station
11.2(13)	The <i>service</i> is	<p>The works include the provision of services to conduct the fugitive dust emissions monitoring for 18 gravimetric samples and to compile relevant fugitive emission monitoring reports required by Arnot's AEL and the MES of eighteen (18) gravimetric samples and securing them to the ground using concrete. The provided services should include:</p> <p>Phase 1. Supply installation, and deployment of dust sampling stations at pre-selected locations on the perimeter and / or adjacent surroundings of Arnot Power Station. Sites shall be selected by closest recipient / areas of significant impact to fulfil the requirements as set out in the National Dust Regulations and the ASTM D1739:70 standard.</p> <p>Phase 2. Monthly collection and analysis of 18 gravimetric samples.</p> <p>Phase 3. Compilation of high-quality reports on a monthly and then annual basis in accordance with the published Government Gazette (01 November 2013) dust fall standard as extracted from National Environmental Management Air Quality Act, 2004: National Dust Control Regulations (NDCR) and sampling performed according to the ASTM D 1739:70 method. The contractor submits Monthly reports compiled.</p>
11.2(14)	The following matters will be included in the Risk Register	Matters notified as early warnings, Decisions resulting from risk reduction meetings.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor 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	One week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 November 2024
30.1	The <i>service period</i> is	5 years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics

		used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	6 weeks after receipt of a valid tax invoice
51.4	The <i>interest rate</i> is	<p>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</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> 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.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Refer to the risk Register.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	

A	Priced contract with price list			
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	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.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	South Africa		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.15	Non-adjustable	Fixed Portion
		0.50	Labour	SEIFSA Tables C3A
		0.15	Transport	SEIFSA Tables L1A

		0.20	CPI	SEIFSA Tables D3
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
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	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	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 <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right. 		
X18.5	The <i>end of liability date</i> is	12 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	3 days of receiving the Task Order		

X20	Key Performance Indicators (not used when Option X12 applies)	<p>KPI 1: Timeous submittal of all reports as per Programme. Quality of report as set out in Methodology.</p> <p>KPI 2: SANAS approved chemical analytical laboratory against SANS 1929:2005.</p> <p>KPI 3: Environmental Profile [Aspects and Impacts register and documentation] Review of stakeholder list.</p> <p>KPI 4: Safety score card.</p> <p>KPI 5: Attendance of SHE Exec Meeting and closure of actions.</p> <p>KPI 6: Gatekeeper: Contractors Number of LTI's.</p>
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	1 month after the contract date
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business	

	composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are 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 <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i> . Without limitation the <i>Contractor</i> : <ul style="list-style-type: none"> • accepts that the <i>Employer</i> may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational

	<p>Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;</p> <ul style="list-style-type: none"> 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 <i>service</i>; and undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> 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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z9	<i>Employer's</i> limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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 <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z11.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z11.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z11.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> 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 injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the <i>Employer</i>	86		
	86.1	The <i>Employer</i> provides the insurances stated in the Insurance Table B	
		INSURANCE TABLE B	
		Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
		Assets All Risk	Per the insurance policy document
		Contract Works insurance	Per the insurance policy document
		Environmental Liability	Per the insurance policy document

	General and Public Liability	Per the insurance policy document
	Transportation (Marine)	Per the insurance policy document
	Motor Fleet and Mobile Plant	Per the insurance policy document
	Terrorism	Per the insurance policy document
	Cyber Liability	Per the insurance policy document
	Nuclear Material Damage and Business Interruption	Per the insurance policy document
	Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

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

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of

above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)¹ 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:	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

	Qualifications:	
	Experience:	
		CV's (and further key person's data including CVs) are in .
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R
C	Target contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(20)	The tendered total of the Prices is	R
E	Cost reimbursable contract	
11.2(12)	The <i>price list</i> is in	

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	3
C2.2	The <i>price list</i>	

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere 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.

2. 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.

3. 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).

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item Nr	Description	Unit	Expected Quantity	Rate	Amount
1	Health and Safety Costs Safety File (Establishment) Safety File PPE [Safety Boots and reflector vest] Medicals Security Clearance	SUM ANNUALLY ANNUALLY ANNUALLY ANNUALLY	1 4 5 5 5		
2	Assessment of the condition of all monitoring equipment (18) including training	EA	1		
3	Analysis and development of reports for Pre-Collected samples (18) for a period of 12 months (including transportation and delivery)	EA	12		
4	Monthly sample collection and replacement of the dust buckets (18) with covers to protect against rain and bird interference (including transportation and delivery)	EA	60		
5	Replacement of Damaged or vandalised stands. Stand, for the container, which will hold the top of the container at a height of 2 m above ground. It will also Include a wind shield lid and stands [As and when required]	EA	20		
6	Conduct monthly gravimetric analysis of 18 samples as per SANAS approved laboratory based on ASTM D1729 standard and to compile relevant fugitive emission monitoring reports, required by Arnot's AEL and the MES. Submit signed, final monitoring report.	EA	60		
7	Dust chemical analysis (ICP OES) when there is a detected exceedance to determine the source of pollution – cost per sample [As and when required]	EA	20		
8	Annual Summarised Analytical Report at the end of each year	ANNUALLY	5		

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
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C3.1	<i>Employer's</i> Service Information	
C3.2	<i>Contractor's</i> Service Information	
	Total number of pages	23

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The works include the provision of services to conduct the fugitive dust emissions monitoring for 18 gravimetric samples and to compile relevant fugitive emission monitoring reports required by Arnot's AEL and the MES of eighteen (18) gravimetric samples and securing them to the ground using concrete. The provided services should include:

- Phase 1. Supply installation, and deployment of dust sampling stations at pre-selected locations on the perimeter and / or adjacent surroundings of Arnot Power Station. Sites shall be selected by closest recipient/ areas of significant impact to fulfil the requirements as set out in the National Dust Regulations and the ASTM D1739:70 standard.
- Phase 2. Monthly collection and analysis of 18 gravimetric samples.
- Phase 3. Compilation of high-quality reports on a monthly and then annual basis in accordance with the published Government Gazette (01 November 2013) dust fall standard as extracted from National Environmental Management Air Quality Act, 2004: National Dust Control Regulations (NDCR) and sampling performed according to the ASTM D 1739:70 method. The contractor submits a Monthly test report compiled.

1.2 Employer's requirements for the service

Monthly dust fall-out monitoring service as per National Environmental Management: Air Quality Act, 2004 (Act no. 39 of 2004) GNR.827 , National Dust Control Regulations
Sampling performed according to the ASTM D 1739 – 70 method.

1. Collection, analysis and report writing for pre collected samples (18 buckets) over a period of 60 months.
2. A monthly analysis must be conducted to determine the masses of water-soluble and insoluble components of the material collected from eighteen (18) monitoring buckets located along the station boundaries to monitor dust fallout for compliance reporting purposes.
3. The Contractor shall provide monthly Dust Fallout Monitoring Reports for the eighteen (18) monitoring buckets.
4. The Contractor shall conduct a site assessment/audit of the monitoring area and recommend location of buckets in consultation with the employer. Methodology for placement and deployment of buckets will also be conducted. The Contractor shall provide training on the methodology for FODs fieldwork.
5. The above-mentioned monitoring reports should contain at least:
 - (a) Information on the location of sampling sites, including latitudinal and longitudinal coordinates, and a position indicator on a topographic map:
 - (b) Classification of the area where samplers are located, in terms of residential and non-residential, and identification of sensitive receptors;

- (c) Reference to the latest ASTM D1739 standard, and applicable legislation which is used for site selection, sampling and analysis, and any methods/laboratory accreditation;
 - (d) The dust fall monitoring results including a comparison of current year and historical results (if any) for each site, and including a tabular summary of compliance with the dust fall standard set out in regulation 3; provision shall be made for changes in legislation.
 - (e) Meteorological data (wind speed and direction/wind-rose, rainfall) for the sampling area; and
 - (f) Any other relevant data that might influence the results.
6. Interpretation of the test report shall include weather data.
 7. The final electronic copies of all monthly reports must be submitted within 30 days after receiving the samples from the client (Eskom Arnot Power Station).
 8. An annual report shall be submitted within sixty (60) days after the end of the year under review to the client.
 9. Report writing shall outline results of fall out dust emanating from the Power Station Activities.
 10. The report shall be done in accordance to the published Government Gazette (01 November 2013) dust fall standard as extracted from National Environmental Management Air Quality Act, 2004: National Dust Control Regulations (NDCR), Minimum Emissions Standard and any applicable legislation.
 11. The report shall include compliance status against the set standard with mitigation measures and recommendations to address findings.
 12. The report should include aerial photos of the monitoring network with sampling location and GPS coordinates.
 13. Replacement of stolen stands including modification of the existing fugitive dust samplers (supporting steel and stands) in line with the latest ASTM D1739 standard (modification include installation of wind shields, required removal and reinstallation (welding, concrete installation, etc.) of the dust samplers.
 14. Analysis and development of reports for Pre-Collected samples (18) for a period of 12 months (including transportation and delivery).
 15. Site inspection at sampling area shall include current state of area (access; obstructing aspects, health of stand and bucket, any contamination visible to settled dust, photographic evidence; verification of coordinates against sampling location.
 16. The Contractor shall avail the external audit report performed on the accredited laboratory as and when required.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
NDCR	National Dust Control Regulations
AEL	Atmospheric Emissions License
MES	Minimum Emissions Standard

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2 Management strategy and start up.

2.1 The Contractor's plan for the service

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

Project kick-off meeting

A kick off meeting is held before any work commences. The *Project manager* Schedules a Kick off meeting before any work commences based on the contractor's availability and the availability of Key people. The Kick off meeting is attended by all the key people for the purpose of introduction of teams.

Risk reduction meetings

Interval	Location	Attendance by:
Adhoc	ARNOT P/S	<i>Project Manager, Employer, Contractor, Supervisor, and Others as required</i>
At the risk reduction meetings items as prescribed in ECC Core Clauses 16.2 and 16.3 are discussed. The Risk Register is updated, by the <i>Project Manager</i> , and distributed within five days of the meeting.		

Operational meetings

Interval	Location	Attendance by:
Monthly	ARNOT P/S	<i>Project Manager, Contractor, Supervisor</i>

An operational meeting is held, by tele- or video conference if necessary, between the *Project Manager* and the *Contractor's* project manager to monitor and control the design, manufacturing and planning processes. Typical topics for discussion at this meeting will include *Contractor's* reporting on the following:

- ☐ Review of Project Progress (Programme) with specific focus on Key Dates and interim milestones;
- ☐ Key Risks (threats) and Issues and, where applicable, identify and agree on associated preventive/contingent and recovery actions.
- ☐ Review of Actions List;
- ☐ Review of Communications.

Implementation meeting for specific progress and feedback

Interval	Location	Attendance by:
Daily during implementation	ARNOT P/S	<i>Contractor and Supervisor</i>
The implementation meeting is held between the <i>Contractor</i> and <i>Supervisor's</i> implementation support team, to report on implementation progress and review any risks, issues and <i>Employer</i> actions that need to be resolved in order to ensure smooth implementation of the <i>works</i> .		

QC Meetings during implementation

Interval	Location	Attendance by:
Daily during implementation	ARNOT P/S	<i>Contractor QC representative and Employer QC representatives</i>
The <i>Contractor's</i> QC representatives provide reports from each meeting to the <i>Employer's</i> project QC Group. This report will cover: <ul style="list-style-type: none"> • Scheduled QC inspections for the period identified in the meeting. • Any new QC related issues identified since the last report, its status and action plan for resolution. • Status and progress on previously reported quality issues. 		

Meetings of a specialist nature

Interval	Location	Attendance by:
Adhoc	Any	<i>Employer's personnel, the Project Manager, the Contractor, the Supervisor, and Others as required</i>
Meetings of a specialist nature may be convened by persons and at times and locations to suit the Parties, the nature and the progress of the <i>works</i> .		

Post implementation meeting for project feedback and review

Interval	Location	Attendance by:
Post unit implementation	ARNOT P/S	<i>Project Manager, Contractor Senior Manager (not the Contractor's Project Manager), Contractor's Project Manager, Supervisor, Employer's personnel, Others</i>

		as required
The post implementation meeting is held between the <i>Project Manager, Contractor</i> senior management, <i>Supervisor</i> , Outage control centre management and other line groups, to report on implementation issues and reviews. Share lessons learnt in order to ensure smooth implementation on the next implementation phase.		

Monthly contractor's safety meetings

The *contractor's* Site Manager and the safety officer attend a monthly *contractor's* safety meeting which is scheduled by the *employer's* safety department. The *contractor* schedule monthly statutory meeting attended by all his/her employees as stipulated OHS ACT 85 of 1993. The *contractor* submits monthly manpower statistics by the last day of every month.

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

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

2.2 Contractor's management, supervision and key people

The following are considered key persons by the *Employer* and the *Contractor* shall submit a brief CV with associated records of qualification and related experience at the Contract Date:

- *Contractor's* project manager
- *Contractor's* planner
- Design engineer
- Construction and installation supervisor(s)
- Quality assurance representative
- Quality control inspector(s)
- Health and safety representative
- Planner

A site organogram clearly defining the reporting structure and legal appointment structure shall be drawn up and submitted by the Principal *Contractor* to the *Client* as part of the H&S plan at tender stage.

2.3 Provision of bonds and guarantees.

N/A

2.4 Documentation control

All project documents must be submitted to the delegated Employer's Representative with transmittal note according to Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014). In

order to portray a consistent image, it is important that all documents used within the project follow the same standards of layout, style and formatting as agreed between the *Employer* and *Contractor*.

The *Contractor* is required to submit documents as electronic and hard copies and both copies must be delivered to the Employer's Representative with a transmittal note.

2.5 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;
 - (add other as required)
-
- Once the service has been delivered/completed both parties have to agree that the service has been delivered/completed successfully prior to invoicing
 - An assessment payment certificate must be completed between the *Contractor* and *Project Manager* according to the service performed. Both parties have to sign the assessment/certificate
 - A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
 - *Project Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
 - *Project Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within **3** working days after the service has been rendered and the Assessment/Payment certificate signed. *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the invoiceseskomlocal@eskom.co.za.

2.6 Contract change management.

The *Contractor* develops implements and maintains a DCR (design change request) procedure. The DCR process is submitted to the *Project Manager* for acceptance, prior to the *Contractor* implementing it.

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

The *Contractor* maintains all records of Defined Costs on site stored in a file and accessible to the *Employer* for the purpose of determining the defined cost. The contractor allows the employer full access to the information and provides explanations where required.

2.8 Insurance provided by the *Employer*

No additional insurances provided by the *Employer*

2.9 Training workshops and technology transfer

With the onset of the contract, the contractor upon doing site assessment will train the site staff on collection and expectation of sampling and monitoring collection and deployment of buckets. The contractor shall develop a methodology for use by the employer.

Service Manager for acceptance.

- a) Where the *Contractor* tests for competencies (theoretical and practical) as required in the Service Information, the process and evaluation methods and tools are presented to the *Service Manager* for acceptance.
- b) The *Contractor* takes cognisance of the *Employer's* requirements for appropriate timing of the training for the various categories of personnel, to obtain maximum benefit in terms of skills transfer and retention.
- c) The *Contractor's* training addresses corrective and preventative maintenance and engineering aspects and the proficient and appropriate action to be taken by the *Employer's* personnel.
- d) The objective of the *Contractor's* training is to provide the *Employer's* personnel with the necessary skills and knowledge to achieve all the plant performance targets with respect to safety, reliability, availability, maintainability, continuous improvement on the Control Systems, Protection Systems, 3rd Party Engineering Support Systems, and thereby to support and improve the economic operations of the power station.
- e) The *Contractor* provides training to the *Employer's* engineering and maintenance personnel to facilitate technology transfer of the experiences and capabilities of the *Contractor's* service engineers during the *service period*.
- f) All the training material and manuals are provided by the *Contractor*, including third party documentation, and are all in the language of this contract.
- g) Training for the *Employer's* maintenance and engineering personnel takes place at mutually agreed venues at Arnot Power Station

N/A

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

2.10.1 Equipment

None

2.10.2 Information and other things

The *Contractor* provides all the documentation utilised by the *Contractor* and his employees and sub-contractors during the *service period*, at the end of the *service period* to the *Service Manager*.

2.11 Management of work done by Task Order

- Work is to be done in accordance with the written Task Order issued by the Employer.
- All work done is valued in accordance with the Price List unless otherwise specified.
- Actual quantities will be determined where applicable based on the requirements of each Task Order.
- The Contractor provides all necessary information required by the Employer to determine the cost at the assessment date for monthly costs and for each Task Order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

3.1.1 SHE Specification

The *Contractor* complies with the *Employer's* Safety, Health and Environment Procedure, number 32-136. SHE specification guidelines to which *Contractor* complies with are supplied by the *Employer*.

A project specific SHE file is to be created by the *Contractor* and submitted together with a completed copy of the Construction Regulations Checklist to the *Supervisor* for acceptance within 2 months of the *starting date* following which the *Contractor* maintains and updates the file.

It is to be noted that before any work can commence on Site, the *Contractor* must have performed a detailed risk assessment of the work to be performed and/or the work area where work is to be performed. The risk assessment is documented and discussed with the parties involved with the work and is to be submitted to the *Supervisor* for acceptance.

Personnel protective clothing as specified in the Act for all work, is provided and is kept in good order by the *Contractor*. A hard hat (with chin strap), safety boots, ear plugs and safety glasses are mandatory safety equipment at the Site.. Protective clothing for work in the controlled zone is prescribed and is supplied by the *Employer*. Incident Management

The *Employer's* procedure 32-95 - Environmental, Occupational Health and Safety Incident Management Procedure, states the requirements for the effective management of incidents that may occur or could result in, occupational diseases/illnesses, fatalities, injuries, near misses, and/or environmental damage.

3.1.2.1 Reporting of SHE incidents:

All incidents occurring on site while Providing the Works shall be reported, to *Supervisor*, as soon as practicable but not later than the end of that shift, and in the event of an incident as defined in terms of Section 24 of the OHSACT, 85 of 1993 where someone dies, becomes unconscious, suffers the loss of a limb or part of a limb is also reported immediately to the Department of Labour by the *Contractor*.

The following are requirement for the *Contractor*, The Corrective Action Process:

- In the event of any incident or accident, a flash report is completed by the *Contractor* and submitted before end of shift or within 24hrs to the *Employer* and the *Supervisor*.
- The *Employer's* template for the flash report is included in the *Contractor's* health and safety plan.
- Where applicable, the *Supervisor* will mobilise an incident investigation team who will investigate the incident within 7 days, complete the *Employer's* corporate documentation, indicating the root causes, corrective actions and recommendations for submission to the *Employer's* OH&S Department.
- The *Contractor* must submit proof of corrective action within pre-determined due dates to the *Employer's* OH&S Department,

3.1.2.2 Investigation and recording of incidents:

All incidents are investigated by the *Contractor* with the assistance of the *Supervisor*, to establish the direct, indirect and root cause of such incident as well as any reactive/preventative measures required and implemented to prevent a re-occurrence of such future incidents. Any such incident is recorded by the *Contractor* as required by General Administrative Regulation 9(1) of the OHSACT, 1993. The *Contractor* complies with the timeframes of investigating incidents as required in terms of General Administrative Regulation 9(2)

3.1.2 Health and safety plan

The *Contractor's* health and safety plan is the *Contractor's* proposal of how the work will be carried out considering the hazards expected and procedures.

The *Supervisor* reviews and accepts the health and safety. The construction regulation checklist with the required information must be included in the health and safety plan.

The *Contractor* ensures that contents of the health and safety plan for the project shall include at least:

- A copy of the principal contractor appointment letter.
- The scope of *works* /description of the work for which the *Contractor* was appointed.

- The *Contractor's* risk assessment including control/mitigation measures to address all the risks identified.
- The risk based legislative appointments made, by the *Contractor*, as required by the construction regulations.
- The risk based legislative checklists and registers to be completed, by the *Contractor*, as required by the construction regulations.
- Certified copies and proof of competencies of all *Contractor* appointees i.e. training certificates, permits, medical certificate of fitness and curriculum vitae where required.
- Copies of identity documents for *Contractor's* employees / workers appointed for the *works*.
- Accident/incident registers to be kept, by the *Contractor*, in the event of any incidents, including near misses. A copy of the *Employer's* flash report template is included in the *Contractor's* health and safety plan, should it be required in the event of an incident.
- Any waste management and pollution prevention by the *Contractor* – where required permits for dumping/incineration at authorised facilities. The *Contractor* must consult and comply with the *Employer's* applicable waste procedure
- Proof of the *Contractor's* registration and letter of good standing with COID or other registered insurer, Construction Industry Development Board (CIDB) and/ or Electrical *Contractors* Board.
- A SHE Programme, compiled by the *Contractor*, using the template.
- The *Supervisor's* letter of acceptance of the health and safety plan is added as soon as it is obtained.

The *Contractor* submits the health and safety plan, 30 days prior to commencement of any part of the *works* on Site, to the *Supervisor*, who verifies whether contents for acceptance. The *Contractor's* health and safety plan will be returned to the *Contractor*, should it not contain the required information or where the necessary permits have expired.

3.1.3 Health and safety file

The accepted *Contractor's* health and safety plan must be on the Site. Periodic audits are conducted to ensure that the *Contractor's* health and safety plan is implemented and maintained as the project progresses. Refer Construction Regulation 4(1)(d).

When the *Contractor* is required to review and update documentation on the *Contractor's* health and safety plan, the plan must be re-submitted to the *Supervisor* for acceptance.

The *Contractor's* health and safety file is separate from the *Contractor's* health and safety plan. The *Contractor's* health and safety file is progressively populated with checks and inspections, as indicated in the *Contractor's* health and safety plan. Any drawings, designs, materials used, structural integrity testing and any other similar information applicable to the project will be placed on the *Contractor's* health and safety file.

The *Contractor's* health and safety file must be available on request and should be handed over to the *Supervisor*, prior to the Completion Date (Refer Construction Regulations 5(7) and 5(8)).

Depending on the nature of the *works* and detail of the information on the *Contractor's* health and safety file, e.g. asbestos work where there is a requirement for medical surveillance of workers who will be exposed to asbestos, it is

recommended that the *Contractor* keeps these records for forty years, in terms of Asbestos Regulations 16(f).

Where the *Contractor's* employees / workers are exposed to hazardous chemical substances and where a medical surveillance was required, it is recommended that the *Contractor* keeps these records for thirty years, as stipulated under the Hazardous Chemical Substances Regulations 9(f).

The *Contractor* ensures that all other medical surveillance requirements in terms of the OHS ACT, where applicable, is complied with for the *Contractor* and Sub-contractor organisations.

The *Contractor's* health and safety file is audited by the Supervisor or his delegate, to ensure that work is being carried out and the necessary checks and inspections are conducted in accordance with the *Contractor's* plan.

3.1.4 Risk assessments

The *Contractor* appoints a competent risk assessor, in writing, to perform risk assessments (Construction Regulation 7(1)). The *Contractor* is however required to use the *Employer's* methodology and provide a project specific risk assessment with the *Contractor's* health and safety plan, submitted for review and acceptance by the *Supervisor*. The *Contractor's* risk assessment includes a monitoring and review plan as required by Construction Regulation 7(1). No work may commence on Site, until the *Contractor's* risk assessment has been accepted by the *Supervisor*.

The *Contractor* ensures that ergonomic hazards have been identified evaluated and addressed. as required by Construction Regulation 7(6). Hazards the *Contractor* must consider include:

- improper lifting techniques,
- continuous repetitive movements with body parts in extreme postures; and
- poor grips on tools or carrying containers with no handles.

Whenever changes to methods of working / manufacture or materials are introduced, the *Contractor's* risk assessment is reviewed, including controls and mitigation measures and submitted to the Supervisor for review and acceptance. Following acceptance, the *Contractor's* risk assessment must be placed in the health and safety plan, for implementation.

The *Employer's* risk assessment chart is completed, by the *Contractor*, during the *Contractor's* pre-job briefs and displayed at the entrances to those areas of the Site. The template is available from the *Supervisor*.

The *Contractor* ensures that all *Contractor's* employees are informed, instructed and trained by a competent person regarding the hazards, risks and related work procedures. These employees must carry proof of such training, for the duration of the project. (Construction Regulation 7(9)).

With regard to environmental considerations, the *Contractor* ensures that any aspect from a product or activity that might have an impact on the air, water, marine and soil or which may have the potential to cause harm to the environment is addressed in the *Contractor's* risk assessment, in order to avoid any environmental incidents while Providing the Works. Where such impact cannot be avoided, the *Contractor* ensures that the necessary steps are taken to minimise and remediate such impact. (refer to Section 28 of National Environmental Management Act, 1998).

3.1.5 Accident - Incident Reporting Protocol

The reporting of accidents/incidents is a legal requirement as outlined in the OHSAct, section 14 (e)

3.1.6 Employer's lifesaving rules

The *Contractor* complies with the *Employer's* five rules as stipulated in the *Employer's* Management Directive 32-421. The *Employer* takes a ZERO TOLERANCE stance to violation of these rules:

- Rule 1: Open, isolate, test, earth, bond, and/or insulate before touch.
- Rule 2: Hook up at heights.
- Rule 3: Buckle up.
- Rule 4: Be sober.
- Rule 5: Permit to work.

3.2 Environmental constraints and management

- The Contractor ensures that all goods, services or works supplied in terms of the Contract comply with all applicable environmental legislation (National Environmental Management Act, 1998 [Act No 107 of 1998]).
- The Contractor is responsible for keeping the work area clean of any environmental waste. All waste introduced and/or produced on the Employer's premises by the Contractor for this Contract, is 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 and Employer's environmental requirements (Waste Management Procedure)
- All environmental incidents must be reported to the Project Manager within 24 hours of such occurrence. All environmental incidents occurring on the Site (or on any other places, if any, as may be specified under the Contract as forming part of the Site) must be recorded, detailing how each incident was dealt with in an Environmental Incident register. The Contractor uses as reference the ENVIRONMENTAL MANAGEMENT ACT. Environmental incidents could include but is not limited to:
- Release of effluent to the environment

• ~~Non-compliance to station water permit conditions~~

- Non-compliance to station sewage permit
- Non-compliance to waste site permits
- Illegal dumping of waste
- Environmental Impact Assessments (EIA) not undertaken for projects.
- Cutting down of protected plant species
- Harming of protected animal species

3.3 Quality assurance requirements

- (1) The Employer places emphasis on the provision of a comprehensive Quality Management System (QMS) for all phases of the project in accordance with QM-58. The QMS shall comply with the requirements of ISO 9001.
- (2) The Contractor and all of the Contractors' suppliers shall hold a valid certificate of compliance for their QMS to the requirements of ISO 9001:2008. The Employer may at his sole discretion carry out an audit any supplier or sub-supplier QMS for compliance.
- (3) Documents shall be submitted for review and acceptance by the Project Manager prior to the commencement of work.
- (4) The Contractor shall submit a fully detailed Quality Control Plan / ITP for acceptance in accordance with the Vendor Document Submission Schedule (VDSS).
- (5) No work is allowed on Site unless the Employer accepts the Quality Control Plan.
- (6) The Contractor shall utilise the Employer's quality documentation forms for requesting access, erection checks etc. These request forms are to be submitted to the Supervisor at least one week prior to the requested activity, or as agreed to by the Project Manager.
- (7) Apart from any statutory data packages required, the Contractor shall also compile a data package of the relevant drawings, test certificates etc. for each section of work which is to be reviewed and signed off by the Supervisor at erection stage prior to the commencement of the commissioning phase.

The following, as a minimum, shall be submitted as part of a comprehensive Quality Assurance Data Package:
--

1. Manufacturing & Test Records

2. Supplier's Certificates of Conformance

3. Supplier's Inspection & Test Certificates
4. Equipment Qualification Test Reports
5. Inspection Release Reports
6. Completed FATs & SATs shall form part of the QADP
7. Bill of Material, Material Numbers & Suppliers
8. Overhaul Procedures and Specifications
9. Test Procedures and Specifications
10. Serial Numbers of Installed Items
11. Recommended Spares List
12. Detailed Manufacturing Drawings
13. Isometric drawings and wiring diagrams
14. Commissioning-related documentation
A documentation list, as part of the Configuration Management Document, shall be compiled and kept current and updated at all times

3.3.1 **Contractor's Quality Control Plans (QCPs)**

The QCP typically consist of the following as a minimum:

A cover page that includes and makes provision for the following:

- Document unique number
- Revision number
- Page number
- Provision to incorporate all inspection report numbers
- Plant/system worked on
- High level description of work execution
- Provision for review and acceptance signatures by the *Contractor*, the *Employer* and the *Employer's AIA/QA* representative (where applicable).
- Provision for final release signatures by the *Contractor*, the *Employer* and the *Employer's AIA/ QA* representative (where applicable).

A page which includes a high-level logical sequence of work execution

A page which includes:

- Drawing numbers
- Abbreviations
- Records numbers
- Procedures numbersReference document numbers
- Certificate numbers and references
- The work execution logic and sequence.

- Hold and witness points
- A Materials summary that includes:
 - Material quantities and dimensions
 - Material certificate numbers or receipt inspection reference numbers with adequate traceability to material/other certificates.
- The *Contractor* shall meet Eskom's quality requirements as specified in the document 238-102 Quality requirements for the procurement of assets, goods and services.
- The *Eskom* hold, witness and verification points shall be signed by all the relevant *Eskom* appointed representatives prior to continuation of work.

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed

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

4.1.2 BBBEE and preferencing scheme

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

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

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

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

4.2.2 Subcontract documentation, and assessment of subcontract tenders

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

4.2.3 Limitations on subcontracting

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

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Quality

- The *Employer* places emphasis on the provision of a comprehensive Quality Management System (QMS) for all phases of the project in accordance with QM-58. The QMS shall comply with the requirements of ISO 9001.
- The *Contractor* and all of the *Contractors'* suppliers shall hold a valid certificate of compliance for their QMS to the requirements of ISO 9001:2008. The *Employer* may at his sole discretion carry out an audit any supplier or sub-supplier QMS for compliance.
- Documents shall be submitted for review and acceptance by the *Project Manager* prior to the commencement of work.
- The *Contractor* shall submit a fully detailed Quality Control Plan / ITP for acceptance in accordance with the Vendor Document Submission Schedule (VDSS).
- No work is allowed on Site unless the *Employer* accepts the Quality Control Plan.

- The *Contractor* shall utilise the *Employer's* quality documentation forms for requesting access, erection checks etc. These request forms are to be submitted to the *Supervisor* at least one week prior to the requested activity, or as agreed to by the *Project Manager*.
- Apart from any statutory data packages required, the *Contractor* shall also compile a data package of the relevant drawings, test certificates etc. for each section of work which is to be reviewed and signed off by the *Supervisor* at erection stage prior to the commencement of the commissioning phase.

4.3.2 Correction of defects

Upon the *Supervisor's* notification of Defect, the *Supervisor* shall identify the period wherein access will be given to the *Contractor* for access to correct Defects. Ordinarily, access will only be given during a planned shutdown applicable to Arnot

The contractor corrects all notified defects within 2 weeks.

4.3.3 Contractor's procurement of Plant and Materials

The *Employer* requires warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. Where provided warranties from suppliers exceed the Defects Date, those warranties are passed on to the *Employer*. All *Contractor's* supplier data which the *Employer* may need after Completion of the whole of the works is supplied to the *Employer* at delivery.

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas

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

The employer does not provide any "free issue" material required for the works

4.3.6 Cataloguing requirements by the Contractor

N/A

5 Working on the Affected Property

The *Contractor* is allowed access, by the *Employer*, to the Site to further inspect the Working Area on Site. Any works that may be required to survey the plant area, will be subjected to standard planning and scheduling requirements of plant work i.e work plan with associated risk assessment and planning and scheduling.

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

Site access is controlled through the designated access gate.

The *Contractor* is informed of the access procedures through Site regulations and that such procedures may change depending on the prevailing security situation.

The *Contractor* is to comply with all Site regulations and instructions. The onus is on the *Contractor* to ensure his familiarity with the Employer's Site regulations and inspections.

No person will be issued with an access permit without proof that the person did attend the Arnot Power Station induction course.

A one-day access permit will be issued for persons attending the induction course. It is the *Contractor's* responsibility to arrange with the Project Manager one week in advance for a course booking.

5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some Sites. It is very important that the *Contractor* keeps records of his people on Site, including those of his Subcontractors which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

A SHEQ policy is a statement of intent and a commitment by the organisation's CE and senior management in relation to the relevant SHE roles and responsibilities, the achievement of their strategic objectives, values of integrity, customer satisfaction, excellence, and innovation.

The principal contractor and all appointed contractors, if already not in place, will be required to compile an organisational SHE policy in line with their SHE responsibilities. The policy must be signed by the organisation's CE or the appointed assistant to the CE OHS Act Section 16(2). The policy must be displayed in a prominent place within the workplace. A copy of the policy must be filed in all the contract SHE files and as an annexure of the SHE Plans

5.4 Environmental controls, fauna & flora

All equipment and materials necessary for the construction of the Essential instrumentation display system shall be selected to be suitable for the specific environment of where the equipment and materials are installed.

The *Contractor* shall comply with all environmental legislations, procedures and policies that Arnot prescribes to. This will include but not limited to; Arnot Power Station's Fugitive and Emission Management Plan, Arnot Power Station's Atmospheric Emission License, National Environmental Management: Air Quality Act, 2004 (ACT NO. 39 OF 2004) GNR.827, National Dust Control Regulations, all Eskom Level I and III procedures.

5.5 Cooperating with and obtaining acceptance of Others

The *Project Manager*, in conjunction with the *Supervisor*, co-ordinates the work of Others on Site. The *Contractor* co-operates with and does not delay, impede, or otherwise impair the work of Others.

5.6 Records of Contractor's Equipment

The *Contractor* keeps all records, for presentation to the *Project Manager*, for compensation events.

5.7 Equipment provided by the Employer

The *Employer* does not provide any Equipment for the *works*.

All equipment and tools must be listed and specified before they are brought on Site. This list serves as evidence for removal permits upon Completion of the *works*.

5.8 Site services and facilities

5.8.1 Provided by the Employer

Contractor's Yard

A site for the Contractor's yard is provided by the Employer. A written request, indicating the Contractor's requirements in locality and area of storage, office and Workshop sites is submitted to the Project Manager as soon as possible after the Contract Date.

Sanitary Facilities

The *Contractor* to provide his own sanitary facilities or use the existing facilities that the *Employer* already have on site

Potable water

Potable water for construction purposes is also available free of charge. Any installation is for the Contractor's account.

Fire Protection

The Contractor is to comply with requirements of Eskom Standard NWS 1494 Revision 4 "Fire prevention and protection of Contractor's premises on Engineering Sites" and of Site Regulations pertaining fire protection. (NWS1494 Revision

Any tampering with the Employer's fire equipment is strictly forbidden. All exit doors, fire escape routes, walkways, stairways and stair landings must be kept free of obstruction, and not to be used for work or storage at any time. Firefighting equipment must remain accessible at all times.

Conditions of Power supply for Erection

In order to comply with the Electrical Installation Regulations under the Occupational Health and Safety Act, no 85 of 1993 the following requirements are met before electricity is supplied it is expected that the Contractor is in possession of a valid certificate of compliance. Your electrical installation is inspected and tested by an accredited person to ensure that it complies with the requirements of the Occupational Health and Safety Act, 1993 and the code of Practice for wiring of premises, SABS 0142. After you have obtained the certificate of compliance, the Employer is to inspect your electrical installation and if satisfied, it is connected and supplied from the construction power supply.

The Contractor provides at his own expense all temporary wiring and cabling to lead power from the Employer's supply points, to where it is required, maintain same and remove on completion.

These points of supply are the points designated by the Project Manager.

Conditions of Power supply for Erection

In order to comply with the Electrical Installation Regulations under the Occupational Health and Safety Act, no 85 of 1993 the following requirements are met before electricity is supplied it is expected that the Contractor is in possession of a valid certificate of compliance. Your electrical installation is inspected and tested by an accredited person to ensure that it complies with the requirements of the Occupational Health and Safety Act, 1993 and the code of Practice for wiring of premises, SABS 0142. After you have obtained the certificate of compliance, the Employer is to inspect your electrical installation and if satisfied, it is connected and supplied from the construction power supply.

The Contractor provides at his own expense all temporary wiring and cabling to lead power from the Employer's supply points, to where it is required, maintain same and remove on completion.

These points of supply are the points designated by the Project Manager

5.8.2 Provided by the Contractor

The *Contractor* provides all remaining facilities to Provide the Works. Facilities provided by the *Contractor* are removed prior to Completion.

5.9 Control of noise, dust, water and waste

The *Contractor* will ensure that the dust levels are kept to a minimum. Water supply will be provided by the *Employer*. The *Contractor* will identify where water supply is needed and give the *Employer*, thirty (30) days' notices prior to start of *works*.

5.10 Hook ups to existing works

Where hook-ups to existing *works* are required, the impact and effect of such hook-ups are detailed in the Installation Design and specific requirements identified in the Work Plan.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- Description of tests and inspections to be carried out by the Contractor
- Details of material, facilities and samples for testing provided by the Contractor.
- Details of any testing or inspection which is to be carried out before delivery of material.
- Records to be kept by the Contractor and submitted to Employer submitted on a weekly basis.
- Task order programme – to be developed jointly with the Employer.

5.11.2 Materials facilities and samples for tests and inspections

N/A

6 List of drawings

6.1 Drawings issued by the *Employer*

N/A