



## NEC3 Term Service Contract (TSC3)

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

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

**for** **Process Drain Sump Modification**

---

<b>Contents:</b>		<b>No of</b>
		<b>pages</b>
<b>Part C1</b>	<b>Agreements &amp; Contract Data</b>	<b>[•]</b>
<b>Part C2</b>	<b>Pricing Data</b>	<b>[•]</b>
<b>Part C3</b>	<b>Scope of Work</b>	<b>[•]</b>

---

**CONTRACT No.** **[Insert at award stage]**

---

## PART C1: AGREEMENTS & CONTRACT DATA

---

Contents:		No of pages
C1.1	Form of Offer and Acceptance  [to be inserted from Returnable Documents at award stage]	[•]
C1.2a	Contract Data provided by the <i>Employer</i>	[•]
C1.2b	Contract Data provided by the <i>Contractor</i>  [to be inserted from Returnable Documents at award stage]	[•]
C1.3	Proforma Guarantees	[•]

---

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>X20: Key performance indicators</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>1</sup> (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.	+27 11 800 8111
	Fax No.	[●]
10.1	The <i>Service Manager</i> is (name):	<b>T Mbulawa</b>

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

	Address	Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank
	Tel	017 612 6674
	Fax	[•]
	e-mail	Mbulawt@eskom.co.za
11.2(2)	The Affected Property is	Kusile Power Station
11.2(13)	The <i>service</i> is	Process Drain Sump modification
11.2(14)	The following matters will be included in the Risk Register	[•]
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	5 Working days
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two weeks of the Contract Date
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	To be announced
30.1	The <i>service period</i> is	To be announced
4	<b>Testing and defects</b>	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	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	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	Fourteen days after invoice received.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and  (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the

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

6	<b>Compensation events</b>	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	<b>Use of Equipment Plant and Materials</b>	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	<b>Risks and insurance</b>		
80.1	These are additional <i>Employer's</i> risks	1. [●] 2. [●] 3. [●]	
9	<b>Termination</b>	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	<b>Data for main Option clause</b>		
A	<b>Priced contract with price list</b>		
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	<b>Four weeks / one month</b>	
C	<b>Target contract with price list</b>		
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	<b>[●] weeks.</b>	
50.6	The <i>exchange rates</i> are those published in	<b>[●] on [●] (date)</b>	
53.1	The <i>Contractor's</i> share percentages and the share ranges are	<b>share range</b>  less than [●] %  from [●]% to [●]%	<b>Contractor's share %-age</b>  [●] %  [●] %

		from [•]% to [•]%	[•]%
		greater than [•]%	[•]%
53.3	The <i>Contractor's</i> share is assessed on (dates)	[•]	
E	Cost reimbursable contract		
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	weeks /months	
	The <i>exchange rates</i> are those published in	[•] on [•] (date)	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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	proport	linked to index   Index prepared by

	Price Adjustment Factor are:	ion	for	
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		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.		
X3	Multiple currencies			
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
		[•]		
		[•]		
		[•]		
		[•]		
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		The items & activities will be paid in the other currency - to a foreign Bank account nominated by the <i>Contractor</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date.		
		(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X12	Partnering			
X12.1(1)	The <i>Client</i> is (Name):	[•]		
	Address	[•]		
	Contact details	[•]		
	Telephone:	[•]		

	Fax	[•]
	e-mail	[•]
X12.1(4)	The Partnering Information is in	Part 3 Scope of Work, section C3.[•]
X12.2(1)	The <i>Client's objective</i> is:	[•]
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	R [•]
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	[•]
<b>X18</b>	<b>Limitation of liability</b>	
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	<p>The greater of</p> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>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</li> </ul>
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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>Defects due to his design, plan and specification,</li> <li>Defects due to manufacture and fabrication outside the Affected Property,</li> <li>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>death of or injury to a person and</li> <li>infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i> .
<b>X19</b>	<b>Task Order</b>	



X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within <b>[•] days of receiving the Task Order</b>
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in <b>Annexure [•] to this Contract Data</b>
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of <b>[•] months</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b> <b>Z1 to Z14 always apply.</b>

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

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

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

**Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
  - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

---

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:
- If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
- 

**Z9 Employer's limitation of liability**

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

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

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

**Z11 Ethics**

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or 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 *Contractor*, 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 *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

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

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

## Z12 Insurance

### Z 12 .1 Replace 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	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 12.2 Replace core clause 86 with the following:**

**Insurance 86  
by the  
Employer**

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

**INSURANCE TABLE B**

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

Business Interruption	
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 44 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 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

### **Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

- Standard** means the *Employer's* 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*

**[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)**

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

**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)<sup>2</sup> 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	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)



Responsibilities:

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	2
C2.2	The <i>price list</i>	[•]

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	<b>11</b> 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"><li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li></ul> (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
-------------------------------------	-------------------	--

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

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

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
	<b><i>Manufacture, supply and delivery as per specification in Goods Information:</i></b>				
1	Steel pipe, 8 inch nominal diameter 1.6m	m	10		
2	Steel pipe, 4 inch nominal diameter 2.2m	m	13		
3	T - piece, 8 inch nominal diameter, steel	no	6		
4	Reducer (8 to 4 inch), steel	no	6		
5	90 degree elbow, steel	no	48		
6	T-piece, 4 inch nominal diameter, steel	no	6		
7	Pipe support bracket, 8 inch, steel	no	6		
8	Pipe support bracket, 4 inch, steel	no	6		
9	Grating	m2	69		
10	Piping	m	12		
<b>2</b>	<b><i>Execute the scope of work as per specification in Works Information</i></b>				
2.1	Cost for Inductions and trainings as per Eskom requirements	Item	1		
2.2	Safety File	Item	1		
2.3	PPE Cost	Item	1		
2.4	Site Establishment	Item	1		
2.5	Site Supervisor	Hours	480		
2.6	SHEQ Officer	Hours	480		
2.7	General Workers	Hours	1920		
2.8	Welder	Hours	96		
2.9	Slings	Hours	144		
2.10	Chain Blocks (2 x 2T)	Hours	144		

The total of the Prices

--

2.11	Electrical Welding Machine	Hours	96		
2.12	Grinder	Hours	96		
2.13	Transportation of personnel to site	Sum	1		
2.14	500mm - diameter hole cored at 600 mm deep	Item	6		
2.15	Coating core drilled openings	m2	3		
2.16	Steel pipe, 8 inch nominal diameter 1.6m	m	10		
2.17	Pipe support bracket, 8 inch, steel	no	6		
2.18	Pipe support bracket, 4 inch, steel	no	6		

The total of the Prices

--

## PART 3: SCOPE OF WORK

### C3.1: *PURCHASER'S* GOODS INFORMATION

#### Contents

Part 3: Scope of Work **Error! Bookmark not defined.**

C3.1: *Purchaser's* Goods Information 3

1 Overview and purpose of the *goods* and *services* 4

2 Specification and description of the *goods* 4

2.1 Steel pipe section ..... 4

2.2 Pipe support..... 4

2.3 Flanged pipe section..... 4

2.4 Grating ..... 4

3 *Purchaser's* design 5

4 Manufacture & fabrication 5

4.1 Pipe sections ..... 5

4.2 Grating ..... 5

5 Constraints on how the *Supplier* Provides the Goods **Error! Bookmark not defined.**

5.1 Programming constraints..... **Error! Bookmark not defined.**

5.2 Management meetings ..... **Error! Bookmark not defined.**

5.3 Invoicing and payment..... **Error! Bookmark not defined.**

6 List of drawings **Error! Bookmark not defined.**

6.1 Drawings issued by the *Purchaser*..... **Error! Bookmark not defined.**

C3.2 *Supplier's* Goods Information **Error! Bookmark not defined.**

## Overview and purpose of the *goods and services*

The process drain sump modification project requires that material be procured that will later be installed by an appointed Contractor.

These items are:

- 6 X 5.4m, steel pipe section
- 6 X 8 inch, pipe support bracket
- 6 X 4 inch, pipe support bracket
- 6 X 2m, flanged steel pipe section
- 1.6 X 42.6m of steel grating

*The pipe sections are to be designed according to drawing 366-466392 attached*

## Specification and description of the *goods*

### Steel pipe section

- The pipe section must be manufactured according to drawing 366-TBD
- The section must be supplied with the relevant weld related documentation and pressure testing results
- The Contractor must provide a QCP for the manufacturing of the pipe section that includes an off-site inspection of the pipe section for the Engineer

### Pipe support

- The pipe support must be provided similar to the supports used in the Turbine Hall basement
- These must be supplied with the relevant product datasheet

### Flanged pipe section

- A 65ND (2.5mm thick) mild steel pipe section with a SABS 1123 1600/4 DN65/76.1 flange to tie into the Aux Bay Sump pump discharge line (refer to drawing 0.90/24555)
- The pipe section has a total length of 5,442mm
- The section must be supplied with the relevant weld related documentation
- The Contractor must provide a QCP for the manufacturing of the pipe section that includes an off-site inspection of the pipe section for the Engineer

### Grating

- Grating is required to cover an opening that is 1.6m wide and 7.1m long (refer to section H-H of drawing 0.90/1478)
- The grating must be divided into sections for easy installation and removal
- Sections of the grating must be cut out to accommodate pipework (refer to Detail X of drawing 0.90/1478)
- The grating must be galvanized



## **Purchaser's design**

- The *Purchaser* will provide the designs for the steel pipe section only. Refer to drawing 366-466392

## **Manufacture & fabrication**

### **Pipe sections**

- Certificate from the steel manufacturer verifying steel grade to be submitted to Engineer prior to delivery of the sections.

### **Grating**

- Certificate from the steel manufacturer verifying steel grade to be submitted to the Engineer prior to the delivery of the grating.
- All hot dipped galvanising to be carried out in strict accordance with SANS 121:2000/ISO 1461:1999 by an SABS Accredited Galvaniser.

## **2. Drawings**

Drawing number	Revision	Title
366-466392		Process Drainage System Piping Isometric

## **C3.2 WORKS INFORMATION**

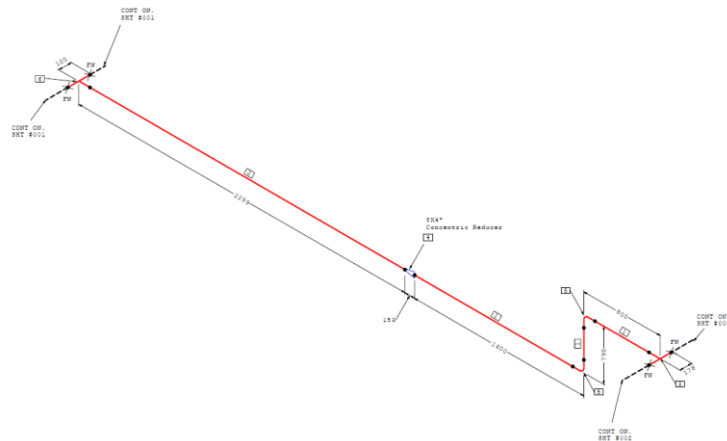
### **Scope of Work**

#### **Process Drainage Sumps**

A hole must be cut out, 1m from the top of the dividing wall, between the process drain sump and the oily water sump. A 500mm diameter core drill opening must be cut out through the 0.6m thick wall. The opening will allow flow of water between the two sumps.

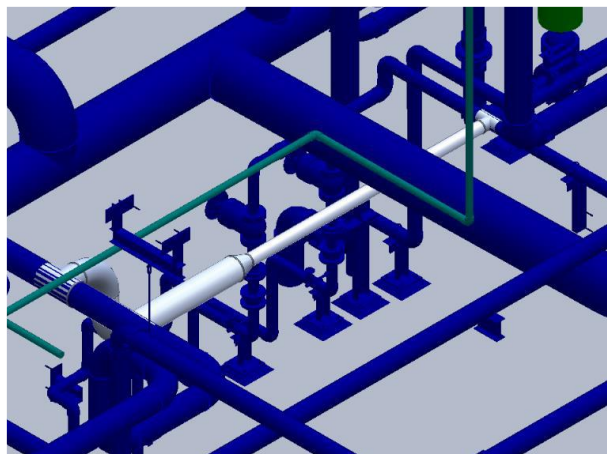
A suitable coating/sealant must be applied on the opening to protect the rebar that will be cut when creating this opening (i.e. corrosion protection). The Contractor must provide and apply the sealant only after approval from the Employer. Water in the process drain sump is cooled once it reaches 80°C so the sealant must be able to perform in these conditions as well.

A new pipe section must be installed to connect discharge pipeline GMM40BR010 to pipeline GMM70BR010. The new steel pipe section is 5.4m long and will be supplied by the Employer. The Contractor will be required to complete the installation.



The Contractor will be required to provide the equipment needed to cut the existing pipeline, temporarily suspend and weld the new pipeline in place. The Contractor must carry out the applicable weld tests. Once installed, the Contractor will be required to pressure test the line to verify that the installation can handle the design pressure of 5 bar.

During the installation of the new pipeline, the Process Drain and Oily Water Sump pumps will not be available. The Contractor will be required to supply an electronic submersible pump capable of pumping to a 5m height and a flexible hose to discharge any water to the nearest drain 40m away. Pipeline GMM40BR010 must be capped after the inlet of the new pipeline. The Contractor must supply a suitable pipe cap.



### PART C3: SCOPE OF WORK



## **Qualification and Accreditation**

### **Company Accreditation**

The Contractor shall ensure that the parties performing welding related activities have accreditation to ISO 3834 Part 2 [8].

### **Welding Coordinator**

Welding coordinators shall have one of the following minimum requirements for education, examination and qualification:

- a. IWE in line with International Institute of Welding (IIW) document IAB-252R2-14
- b. IWT in line with IIW document IAB-252R2-14

In addition the Welding Engineer/Technologist shall be registered with Engineering Council of South Africa (ECSA) as Professional Engineer/Technologist.

### **Welding Supervisor**

Welding supervisors shall have at least one of the following minimum requirements for education, examination and qualification:

- a. International Welding Supervisor (IWS) in line with IIW document IAB-252R2-14
- b. International Welding Practitioner (IWP) in line with IIW document IAB-252R2-14

### **Welding Inspector**

Welding inspectors shall have at least one of the following minimum requirements for education, examination and qualification.

Minimum requirements for welding inspection on Employer's plant:

- a. SAIW Welding and Fabrication Inspector Level 2
- b. IIW International Welding Inspector: Comprehensive (IWI- C)
- c. IIW International Welding Inspector: Standard (IWI- S)

## **Testing Requirements and Procedures**

Confirmation of the work done by the Contractor, by the Employer, is crucial and must be included in the Contractor's Quality Control Procedures (QCP) and Inspection Test Plans (ITP).

The Contractor must submit the following:

- a. Proposed methodology to the Employer for review. This will include all QCP and ITP.

- b. The Contractor must submit WPS and PQR for all welding activities related to this scope for approval.
- c. All signed off procedures, QCP and ITP must be submitted to the Employer on completion of the works

**Performance Guarantees**

Not applicable.

**Documentation**

The Contractor is required to compile and submit a data package for the completed works. The data package must include – this must contain all documentation used and prepared for the works i.e.

- a. Material certificates/data sheets
- b. Test results/certificates
- c. Signed QCP and ITP
- d. The approved Welding Procedure Specification (WPS) with the WPQR/PQR

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

## C3.1: EMPLOYER'S SERVICE INFORMATION

### Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

#### Part 3: Scope of Work 3

C3.1: Employer's service Information	xi
1 Description of the <i>service</i>	xiii
1.1 Executive overview	xiii
1.2 <i>Employer's</i> requirements for the <i>service</i>	xiii
1.3 Interpretation and terminology	xiii
2 Management strategy and start up.	xiii
2.1 The <i>Contractor's</i> plan for the <i>service</i>	xiii
2.2 Management meetings	xiv
2.3 <i>Contractor's</i> management, supervision and key people	xiv
2.4 Provision of bonds and guarantees	xiv
2.5 Documentation control	xiv
2.6 Invoicing and payment	xiv
2.7 Contract change management	xv
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	xv
2.9 Insurance provided by the <i>Employer</i>	xv
2.10 Training workshops and technology transfer	xv
2.11 Design and supply of Equipment	xv
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	xv
2.12.1 Equipment	xv
2.12.2 Information and other things	xv
2.13 Management of work done by Task Order	xv
3 Health and safety, the environment and quality assurance	xvii
3.1 Health and safety risk management	<b>Error! Bookmark not defined.</b>
3.2 Environmental constraints and management	<b>Error! Bookmark not defined.</b>
3.3 Quality assurance requirements	<b>Error! Bookmark not defined.</b>
4 Procurement	xxi
4.1 People	xxi
4.1.1 Minimum requirements of people employed	xxi
4.1.2 BBEE and preferencing scheme	xxi
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	xxi
4.2 Subcontracting	<b>Error! Bookmark not defined.</b>
4.2.1 Preferred subcontractors	<b>Error! Bookmark not defined.</b>
4.2.2 Subcontract documentation, and assessment of subcontract tenders	<b>Error! Bookmark not defined.</b>
4.2.3 Limitations on subcontracting	<b>Error! Bookmark not defined.</b>
4.2.4 Attendance on subcontractors	<b>Error! Bookmark not defined.</b>
4.3 Plant and Materials	xxi
4.3.1 Specifications	xxi
4.3.2 Correction of defects	xxi
4.3.3 <i>Contractor's</i> procurement of Plant and Materials	xxi
4.3.4 Tests and inspections before delivery	xxi
4.3.5 Plant & Materials provided "free issue" by the <i>Employer</i>	xxii
4.3.6 Cataloguing requirements	xxii
5 Working on the Affected Property	xxiii
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations	xxiii
5.2 People restrictions, hours of work, conduct and records	xxiii

5.3	Health and safety facilities on the Affected Property .....	xxiii
5.4	Environmental controls, fauna & flora.....	xxiv
5.5	Cooperating with and obtaining acceptance of Others.....	xxv
5.6	Records of <i>Contractor's</i> Equipment.....	xxvi
5.7	Equipment provided by the <i>Employer</i> .....	xxvi
5.8	Site services and facilities.....	xxvi
5.8.1	Provided by the <i>Employer</i> .....	xxvi
5.8.2	Provided by the <i>Contractor</i> .....	xxvi
5.9	Control of noise, dust, water and waste .....	xxvi
5.10	Hook ups to existing works .....	xxvii
5.11	Tests and inspections .....	xxvii
5.11.1	Description of tests and inspections .....	xxvii
5.11.2	Materials facilities and samples for tests and inspections .....	xxvii
6	List of drawings .....	xxvii
6.1	Drawings issued by the <i>Employer</i> .....	xxvii



## 1 Description of the service

### 1.1 Executive overview

Manufacture, supply and delivery as per specification in C3.1 Goods Information and Execute the scope of work as per specification in C3.2 Works Information

### 1.2 Employer's requirements for the service

Manufacture, supply and delivery as per specification in C3.1 Goods Information and Execute the scope of work as per specification in C3.2 Works Information

### 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
IIW	International Institute of Welding
ITP	Inspection, Testing Plan
IWE	International Welding Engineer
IWP	International Welding Practitioner
IWS	International Welding Supervisor
IWT	International Welding Technologist
PQR	Procedure Qualification Records
QCP	Quality Control Procedure
SAIW	Southern African Institute of Welding
WPS	Welding Procedure Specifications
WPQR	Welding Procedure Qualification Record

## 2 Management strategy and start up.

### 2.1 The Contractor's plan for the service

The Contractor's plan for the service

- The Contractor supplies a project plan 3 days after receiving the task order.
- The Contractor supplies all other required documentations, required prior to the start of the works, within the period stipulated at the kick-off meeting.

## 2.2 Management meetings

The following meetings will be held as a minimum for the duration of the project. Regular meetings of a general nature may be convened and chaired by the Supply Manager as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Kick-off Meeting	3 days Contract Award	Kusile Power Station	Employer, Contractor and Others
SHEQ Requirements Clarification Meeting	3 days after Kick – off meeting	Kusile Power Station	Employer, Contractor and Others
Execution Progress Meeting	Daily	Kusile Power Station	Employer, Contractor and Others
Overall contract progress and feedback	Weekly on Thursdays	Kusile Power Station	<i>Employer and Contractor</i>
Risk register and compensation events	Daily	Kusile Power Station	Employer, Contractor and Others
Other	as and when required		<i>Employer, Contractor and Others</i>

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

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

## 2.3 Contractor's management, supervision and key people

The Contractor must submit an organogram one month after Contract Start Date, to the Service Manager, based on the Contractor's plan and their lines of authority / communication.

## 2.4 Provision of bonds and guarantees

- Not applicable

## 2.5 Documentation control

Eskom Documentation Management Standard 32-644 will apply.

## 2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

\_\_\_\_\_ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

## 2.7 Contract change management

Refer to the NEC3 Term services Contract Core Clause 6, in the event any changes to the contract must be managed.

## 2.8 Records of Defined Cost to be kept by the *Contractor*

- Not applicable

## 2.9 Insurance provided by the *Employer*

Refer to C1.2 TSC3 Contract Data section 8.

## 2.10 Training workshops and technology transfer

No new technology will be transferred during this contract; as such no training workshops and technology transfer will be required.

## 2.11 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

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

### 2.12.1 Equipment

- Not applicable

### 2.12.2 Information and other things

Eskom Documentation Management Standard 32-644 will apply.

## 2.13 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

### 3 Health and safety, the environment and quality assurance

#### Health and safety risk management

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

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

#### SHEQ POLICY

##### Eskom SHEQ Policy

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

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

##### *Contractor* SHEQ Policy

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

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

#### SHE PLAN REQUIREMENTS

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plan, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal *Contractor/Contractor* has a responsibility to send the SHE plan to the client for approval prior to commencement of work.
- The SHE plan must be applied from the commencement of and for the duration the construction work, which must be updated /reviewed as the work progresses/changes.

When a principal *Contractor* intends appointing *contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's SHEQ specifications and scope of work

#### Health and Safety Arrangements

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

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

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

submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

### **Health and safety**

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

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- Basic Conditions of Employment Act No 75 of 1997
- *Contractor* Health and Safety Requirements 32-136
- SHE Requirements for the Eskom Commercial Process 32-726
- Contractor Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32 - 296
- Live-saving Rules 240 - 62196227
- Working at Heights 32 - 418
- Eskom Vehicle Safety Specifications 32 – 345
- 240-62946386 Vehicle and Driver Safety Management Procedure
- Kusile SHEQ Specifications specific to the issued scope of work
- 32-520 Risk Assessment procedure
- ISO 45001

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

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

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

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

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

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

The *Contractors* Health and safety file is to be submitted for approval to Kusile's Safety Officer before contract commencement.

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

### **First aid and fire fighting**

Adequate first aid and firefighting equipment to be provided by the *Employer*  
All *Contractor* personnel must have First aid and firefighting training

### **Fire Precautions**

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

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

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

### **Security, fire protection and safety**

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

### **Fire protection**

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

### **Safety and incident prevention**

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

Incident Management, Corrective & Prevention Procedure to be adhered to: Occupational Health and Safety Incident Management Procedure 32-95 and Occupational Health and Safety Incident Management Definitions and Classification Parameters 240-131838225

### **Reporting of accidents**

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

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

### **Occupational Health and Safety Act 85 Of 1993 – SECTION 37**

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

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

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

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

- Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.

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

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

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

### **Safety Regulations of the *Employer***

The *Contractor* conforms to the Plant Safety Regulations of the *Employer*

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

### **Environmental constraints and management**

The *Contractor* shall comply with the environmental requirements as stipulated in Kusile Power Station Environmental Requirements for Contractors and Suppliers 240-106963417.

All waste from the project must be disposed in a sound environmental manner in accordance with Kusile Power Station Waste Management Work Instruction 240-105776552. Oil spillages must be contained and cleaned as per Kusile Power Station: Spillage Response and clean-up process, 240-110383662. The project must conform to Kusile Power Station: Environmental Legal and other Requirements procedure 240-134597937 and the project must conform to Kusile Power Station ISO14001 Standard with reference to Kusile Power Station's Environmental Management System Manual 240-133974369. All environmental incidents must be dealt with as per the Kusile Power Station's Environmental Reporting Process, 240-43921898, Kusile Power Station Nonconformity and Corrective Action Work instruction 240-13666305 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 013-799 7817 / 013 693 2173.

### **Quality assurance requirements**

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with Supplier Quality Management: Specification 240-105658000. The Quality Control document is to be submitted for approval to Kusile within three (3) days after order placement by the *Contractor*.

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to the *Service Manager*. The *Contractor*, in conjunction with Kusile Engineering must sign off all Quality Control documents after completing all work on site. The *Contractor* to submit a copy of the final signed off document to the *Service Manager* within 1 week after Completion of each activity or Task.

- QCP and contract quality plan standards as per 240-105658000 to be adhere to



- The *Contractor* must provide Quality Control Plan documents for approval by the *Employer's* Supervisor prior performing any activity.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

##### Minimum requirements of people employed

- All staff required to perform the activities within the works information
- All relevant personnel names and titles must be specified to the *Service Manager*
- All *Contractors* personnel specified in this contract as per 2.3 to be on site at all times
- All new staff to be appointed in writing.
- Contract Staff are not allowed to work on any other contract.
- All new staff to do induction training
- All replacements of staff will be in the same discipline (like an artisan with an artisan with proof of qualifications)
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel a new access to work form to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange with *Service Manager*

#### 4.1.2 BBBEE and preferencing scheme

Indicate the percentage (%) that is allocated to:

Price	50%
Experience	40%
BBBEE Status	10%

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

- Not applicable

### 4.2 Plant and Materials

#### 4.2.1 Specifications

Refer to C3.2 Works Information

#### 4.2.2 Correction of defects

Refer to C3.2 Works Information

#### 4.2.3 *Contractor's* procurement of Plant and Materials

The Employer may require warranties from supplier to be in favour of the Employer and not just the Contractor. The Employer may also need schedules of vendor data for his own use after the end of the service period.

#### 4.2.4 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 by the contractor. If the material fails during commissioning the contractor shall replace it with a functional replacement.

**4.2.5 Plant & Materials provided “free issue” by the *Employer***

- Water
- Electricity
- Ablution
- Spares

**4.2.6 Cataloguing requirements by the *Contractor***

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

## 5 Working on the Affected Property

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

#### **Employer's site entry and security control, permits, and site regulations**

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

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

- Normal working hours is the working hours of the business.  
Monday to Thursday 07:00-16:15  
Friday s 07:00-12:00
- Other hours will be determine as per critical path activities during outages / breakdowns
- Overtime on a as and when required basis, but must be approved by the Service Manager
- Daily time sheets must be kept up to date of normal time and overtime worked at all Times. The Employer's Contractors time sheets to be used
- Overtime to be worked on an as and when required Basis when needed.
- All overtime worked must comply with the rest period requirements of the Employer.

### 5.3 Health and safety facilities on the Affected Property

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

#### **First aid centre**

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

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

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

## 5.4 Environmental controls, fauna & flora

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

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

### Waste Management

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

Types and colours of bins used on site:

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

### Radiation protection

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

### Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the Employer) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the Employer.

### Handling of waste produced by the Contractor

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

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

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

### Waste from the cleaning and maintenance of equipment

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

#### Stockpiling of waste

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

#### Hazardous waste

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

#### Pest Control

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

#### Water Conservation

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

#### Air Pollution

- Dust suppression measures must be in place to reduce airborne dust.
- Noxious and offensive odours arising from work activities shall be adequately controlled.

#### Ground Pollution

- Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.
- Spill containment, clean-up and ground rehabilitation shall be done as per Kusile procedures

## 5.5 Cooperating with and obtaining acceptance of Others

### Interface with Others

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

### Planning

Programmes are submitted in hard and electronic copy. The software package is MS Projects, Open Plan or equivalent, accepted by the *Service Manager*.

### Monthly progress report

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

### Completion

Completion certificate must be submitted on completion of each task order

## Requirements for Completion

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

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

## 5.6 Records of Contractor's Equipment

- *Contractor's* equipment (Cell phones with Camera's, Computers, Camera's etc.) to be and signed in at security.
- All test equipment must be calibrated and tested regularly and certificates must be handed in to the *Service Manager* for record keeping
- All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- All lost equipment and tools to be declared to the *Service Manager* and full details of incident.

## 5.7 Equipment provided by the Employer

- Equipment provided by the employer shall be inspected and tested before being handed to the subcontractor. Any equipment that fails after it was handed over to the subcontractor shall be replaced by the subcontractor at their own cost.

## 5.8 Site services and facilities

### 5.8.1 Provided by the Employer

Employer shall be responsible to provide Contractor's employee with a complete workstation including telephone, printing facility, and Local Area Network (LAN) connection point. The cost of printing will be carried by the Employer. Private call will be billed to the Contractor's employee account. The Employer shall provide a Contractor's employee with internet access for communication purposes.

### 5.8.2 Provided by the Contractor

The *Contractor* will be responsible for the provision of accommodation to his personnel – the *Employer* does not provide accommodation.

The *Contractor* will provide the following to the employees contracted at the Power Station:

- Local Cell Phones
- Stationary
- Standard Personal Protective Equipment
- Suitable transport (including provision for out-of-normal hours working).
- Suitable accommodation

Appropriate Computer Hardware and Software where the equipment provided by *Employer* is not sufficient for the *service*

## 5.9 Control of noise, dust, water and waste

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

## 5.10 Hook ups to existing works

Hooking up on heights is a non-negotiable Lifesaving rule of Eskom. Kusile Power Station applies Zero Tolerance to non-compliance of this rule or any other Lifesaving rule. The same disciplinary process procedure will be followed when any of the Lifesaving rules have been breached

## 5.11 Tests and inspections

### 5.11.1 Description of tests and inspections

Do inspections as per Scheduled Work Order and report all defects to the *Employer's Supervisor / Employer*

### 5.11.2 Materials facilities and samples for tests and inspections

- Not applicable

## 6 List of drawings

### 6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title
366-466392		Process Drainage System Piping Isometric