



NEC3 Term Service Contract (TSC3)

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

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

for **DRAW, FABRICATE, SUPPLY, DELIVER, REPLACE, AND
INSTALL NEW PIPEWORK WITH FITTINGS INSIDE THE
CABLE TUNNELS AND PIPE TRENCHES AT KRIEL
POWER STATION FOR A PERIOD OF SIX MONTHS.**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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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:

DRAW, FABRICATE, SUPPLY, DELIVER, REPLACE, AND INSTALL NEW PIPEWORK WITH FITTINGS INSIDE THE CABLE TUNNELS AND PIPE TRENCHES AT KRIEL POWER STATION FOR A PERIOD OF SIX MONTHS.

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

Acceptance

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

TITLE OF PROJECT /CONTRACT: DRAW, FABRICATE, SUPPLY, DELIVER, REPLACE, AND INSTALL NEW PIPEWORK WITH FITTINGS INSIDE THE CABLE TUNNELS AND PIPE TRENCHES AT KRIEL POWER STATION FOR A PERIOD OF SIX MONTHS.

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**

**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg,
2199**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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)* _____

Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X2 Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order 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.	+27 11 871 3706
	Fax No.	Not applicable
10.1	The <i>Service Manager</i> is (name):	Derick Mahlalela
	Address	Eskom Holdings SOC Limited, Kriel Power Station, Generation, Group, Cluster 3 Ogies/Bethal Road, Kriel
	Tel	+27 17 615 2608
	Fax	Not applicable
	e-mail	Mahlaldx@eskom.co.za
11.2(2)	The Affected Property is	Kriel Power Station

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

11.2(13)	The <i>service</i> is	Draw, Fabricate, Supply, Deliver, Replace, and Install New Pipework with Fittings Inside the Cable Tunnels and Pipe Trenches at Kriel Power Station for a Period of Six Months.
11.2(14)	The following matters will be included in the Risk Register	- Unprotected Strikes
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	- Within 24 Hours.
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	Within one week after Contract Date
3	Time	
30.1	The <i>starting date</i> is.	Contract signature date (date of the last party signing the contract)
30.1	The <i>service period</i> is	Six months (6 months)
4	Testing and defects	As per section X18 and section 4.3.2
5	Payment	
50.1	The <i>assessment interval</i> is	- 25th day of each successive month - Service manager may when deemed necessary request Bi-Weekly payment assessments or on the completion of work
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	1. 30 days for Contracts with a value less than R50M
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	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	Not applicable
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 <i>service</i> at intervals no longer than	- Total Contract financial forecast monthly.
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	To be known when dispute arises
	Tel No.	To be known when dispute arises
	Fax No.	To be known when dispute arises
	e-mail	To be known when dispute arises
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	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
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.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Part C1.2a ,Annexure B page 12.
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

		<p>the <i>Employer's</i> property, Plant and Materials),</p> <ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> - 7 days of receiving the Task Order. - Additional Emergency Conditions Apply.
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

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	<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 Employer

- 86
- 86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document

Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Annexure B: Table of low service damages (X17)

Low Service Damage Description	Value of Low Service Damages	Limit of Low Service Damage
Service delays not finishing as per agreed upon Programme submitted to the <i>Service Manger</i>	1.5% of Task Order per day	Limited to 10% of the Task Order value
Submission of documents as per agreed upon CDSS in this <i>service agreement</i>	1% of Task Order per day	Limited to 10% of the Task Order value
Rework due to poor workmanship.	2.5% of Task Order per day	Limited to 10% of the Task Order value
Daily Progress Updated Programme	1% of Task Order per day	Limited to 10% of Task Order Value
No response of NCR within 3 days	1.5% of Task Order per day	Limited to 10% of Task Order Value

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)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	

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

TITLE OF PROJECT / CONTRACT: DRAW, FABRICATE, SUPPLY, DELIVER, REPLACE, AND INSTALL NEW PIPEWORK WITH FITTINGS INSIDE THE CABLE TUNNELS AND PIPE TRENCHES AT KRIEL POWER STATION FOR A PERIOD OF SIX MONTHS.

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 _____

PART 2: PRICING DATA

TSC3 Option A

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

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 and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

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

	Description	Unit	Quantity	Rate	Total Amount
100	PRELIMINARY & GENERAL				
101	Site Establishment	Each	1		
102	Transport	Km	15840		
103	Safety, Induction and Medicals etc	Each	40		
104	Consumables	Each	1		
105	Tools and Equipment	Each	1		
106	Crane Truck / Boom Truck	Each	1		
107	Designs	Sum	1		
108	Site De-Establishment	Sum	1		
	SUB-TOTAL				
200	PERSONELL				
201	Pipe Fitter x 4				
	Normal Hours	Hours	2736		
	Weekdays overtime/Saturdays	Hours	288		
	Sunday/Public Holidays Overtime	Hours	288		
202	Boilermaker x 4				
	Normal Hours	Hours	2736		
	Weekdays overtime/Saturdays	Hours	288		
	Sunday/Public Holidays Overtime	Hours	288		
203	Assistant x 4				
	Normal Hours	Hours	2736		
	Weekdays overtime/Saturdays	Hours	288		
	Sunday/Public Holidays Overtime	Hours	288		
204	Supervisor x 2				
	Normal Hours	Hours	1368		
	Weekdays overtime/Saturdays	Hours	144		
	Sunday/Public Holidays Overtime	Hours	144		
205	Safety Officer x 2				
	Normal Hours	Hours	1368		
	Weekdays overtime/Saturdays	Hours	144		

	Sunday/Public Holidays Overtime	Hours	144		
206	Rigger x 2				
	Normal Hours	Hours	1368		
	Weekdays overtime/Saturdays	Hours	144		
	Sunday/Public Holidays Overtime	Hours	144		
207	Driver x 1				
	Normal Hours	Hours	684		
	Weekdays overtime/Saturdays	Hours	72		
	Sunday/Public Holidays Overtime	Hours	72		
	SUB-TOTAL				
300	WORKS				
301	Cost for Removals and Cleaning	Sum	1		
302	Cost for Installation	Sum	1		
	SUB-TOTAL				
400	MATERIAL				
401	Cost of 45° bends (various sizes 200 NB to	Per bend/elbow	100		
402	Cost of 30° bends (various sizes 200 NB to	Per bend/elbow	100		
403	Cost of 60° bends (various sizes 200 NB to	Per bend/elbow	100		
404	Cost of 45° bends (various sizes 250 NB to	Per bend/elbow	100		
405	Cost of 30° bends (various sizes 250 NB to	Per bend/elbow	100		
406	Cost of 60° bends (various sizes 250 NB to	Per bend/elbow	100		
407	Cost of Tee pieces (various sizes 200 NB to	Per T-piece	100		
408	Cost of Tee pieces (various sizes 250 NB to	Per T-piece	100		
409	U Bolts (25-50 mm)	Each	1000		
410	U bolts (75-100 mm)	Each	1000		
411	16 mm hanger rods	Each	2000		
412	Brackets	Each	1000		
413	Gaskets- JMP 6000	No.	337		
414	150NB Flanges	No.	70		
415	150NB Sched.40 pipe	m	210		
416	Fasteners (M20)	No.	4194		

PROJECT OR CONTRACT TITLE: DRAW, FABRICATE, SUPPLY, DELIVER, REPLACE, AND INSTALL NEW PIPEWORK WITH FITTINGS INSIDE THE CABLE TUNNELS AND PIPE TRENCHES AT KRIEL POWER STATION FOR A PERIOD OF SIX MONTHS.

417	Chemical anchors	Box	20		
	SUB-TOTAL				
	TOTAL (EXCLUDING VAT)				

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	18

C3.1: EMPLOYER’S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

This project is part of an infrastructure enhancement initiative at Kriel Power Station, aimed at upgrading the plant's underground utility piping systems. The scope includes the design, fabrication, supply, delivery, replacement, and installation of new pipework and fittings within existing cable tunnels and pipe trenches. The primary objective is to replace aging or deteriorated pipe systems to ensure long-term safety, reliability, and compliance with operational and regulatory standards. The existing infrastructure has reached a point where preventive action is necessary to mitigate the risk of system failures, leakages, or unplanned outages.

Key activities include:

- Conducting detailed **site surveys and producing design/shop drawings** aligned with Eskom standards and operational requirements.
- **Fabricating** new pipework and fittings using approved materials suited to the plant's environmental and operational conditions.
- **Supplying and delivering** all components to site in a phased and controlled manner to avoid interference with ongoing power station operations.
- **Removing old or damaged pipework** and installing new systems within confined and sensitive underground spaces, with strict adherence to safety protocols.
- **Testing, commissioning**, and ensuring full functional integration of the new pipework into the existing network.

This project will be executed under strict quality assurance, environmental management, and health & safety control systems, ensuring minimal disruption to power station activities and alignment with Eskom's operational standards.

1.2 Employer's requirements for the service

1.2.1 Scope of work

- a) The replacement of 600 m of both the 200 NB and 250 NB for the Fire Hydrant Protection System and Emulsifier Protection System headers with all the associated fittings.
- b) The replacement of the leaking pipework, bends, elbows, and tee-pipe sections for all the water and air supply piping inside the Cable Tunnels.
- c) Where necessary, in areas where isolations are ineffective, or valves are passing excessively hot tapping must be done to achieve isolation including the installation of new isolation valves.

1.2.2 Limit of Scope and Supply

This limit of the Scope of Works excludes the following:

- a) All the pipework that are installed outside the Cable Tunnels/ Pipe Trenches above ground with clear access and visibility are not part of the scope.
- b) None of the items stated in this Scope of Work will be free issue, the provision of this stated items including labour or tools/equipment will be at the expense of the Appointed Contractor.
- c) The pipe replacement of the fire protection system is limited only to 600 m for each of the systems, meaning a combined total of 1 200 m.
- d) None of the currently installed fire protection pipework and fittings i.e., gaskets, flanges, pipes, bends, and tees inside the Cable Tunnels must be re-used even when their overall condition is deemed acceptable. All of them must be put away at a designated storage area provided by Eskom.
- e) The rest of the systems pipework when there are leaks, there will be no strapping or patch repairs, in those affected areas the leaking pipework or fittings must be replaced and not entire pipeline sections.
- f) The site conditions inside the Cable Tunnels varies, some areas very confined, dimly lit with poor visibility, with varying water inflows through the channels at times they can reach up to waist height, and with some of the pipework buried in large volumes of hip of ash. The appointed contractor must make provision for that to avoid having delays.

- g) The cleaning of the vegetation inside the Cable Tunnels, and the handling of the water inflows inside the Tunnels that hinder the execution of the works is part of the scope.
- h) The duration of the execution of this Scope of Works is limited to a maximum of 45 working days, it may not take longer than this duration. Therefore, the appointed contractor must ensure they adequately staff, procure adequate materials to execute this urgent works.

1.2.3 Features Requiring Special Attention

1.2.3.1 Dust Prevention

- a) The creation of dust in the *Contractor's* working area shall be kept to a minimum, particularly when working in inhabited areas, and shall conform to the requirements of the EMP.
- b) The Contractor shall water, on a daily basis, the areas of the site, which are creating dust outside, particularly in the site camp, as ordered by the *Employer*.
- c) The *Contractor* shall take all measures necessary to ensure the protection of his employees from dust generated from his activities and the those emanating from normal energy generation processes or undesirable events such as uncontrolled fly ash emanating from dumping or general plant defects.

1.2.3.2 Permits

- a) The *Contractor* shall be responsible for obtaining all necessary permits to transport materials and plant to the respective site.

1.2.3.3 Housekeeping

- a) All work areas to be cleared of scrap material, offcuts, old pipes, packaging, and debris at the end of each shift.
- b) The *Contractor* shall use designated bins for metal, general waste, and hazardous waste.
- c) The Contractor shall Clean and store tools and equipment in their designated locations.
- d) Pipes, fittings, and tools to be neatly stacked in designated storage areas by the *Contractor*.
- e) The *Contractor* shall ensure walkways, emergency exits, and access routes are kept clear at all times.
- f) All materials must be secured to prevent shifting or tripping hazards.
- g) The *Contractor* shall remove old pipe sections and debris immediately after removal.
- h) *Contractor* shall avoid accumulation of tools or offcuts in confined spaces such as tunnels.
- i) The *Contractor* shall cover or barricade open trenches when not in use to prevent accidents.

1.3 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

The *Contractor* will submit a plan to the *Service Manager* for acceptance within the period stated in the service agreement. Requirements which are to be incorporated into the Contractor’s plan:

- Document 240-85065548 requirements (project controls for contractors)
- Level 4 programme when Task Order is provided to the *Contractor*.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Discussions to take place as soon as a risk is notified	<i>Service Manager’s office</i>	<i>Contractor, Service Manager, Co-ordinator and Contracts Supervisor</i>
Overall contract progress and feedback	Weekly basis during Outages Thursdays 14:00-15:00	<i>Service Manager’s office</i>	<i>Service Manager, Contractor, Co-ordinator and Contracts supervisor</i>
Daily Safety Toolbox Talks	Daily before work starts on site with signed attendance registers by <i>Contractor’s</i> employees and signed off minutes by the <i>Contractor’s</i> Site Manager	<i>Contractors Yard</i>	<i>Contractor</i> and his employees
<i>Contractors Meeting</i>	Daily 15:00pm	<i>Service Manager’s office</i>	<i>Contractor, Contractor Planner and Supervisor</i>

- a) If the *Contractor* can’t attend any meeting, a replacement must be identified to take over the duties and formally communicated through to the *Service Manager*.
- b) The *Contractor* will provide a detailed feedback report on a daily basis during Outages providing accurate feedback on the status of *service* carried out by the *Contractor*. This report should indicate accurate progress of *service* and if any constraints are experienced, the *Contractor* to communicate with the *Service Manager* and mitigate the risks with action plans.
- c) 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.
- d) 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

- a) The *Contractor* to provide a key list of personnel who will carry out the work on site with their qualifications attached.
- b) A company organogram will be needed by the *Service Manager* to communicate accordingly to comply with the NEC3 Term Services Contract communication structures.
- c) *Contractor* to refer to Kriel Power Station *Contractor* SHE Requirements RSR0001

2.4 Provision of bonds and guarantees

Not applicable to this contract

2.5 Documentation control

- a) Documentation requirements cover the life cycle of the project from the initial engineering stages through to installation and commissioning including operating, maintenance and the training stages of the project.
- b) Not only must these documents be comprehensive and complete but comply with strict document control and revision procedures.

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 **Invoiceseskomlocal@eskom.co.za** 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)

2.6.1 Service-related invoices

- a) Once the *service* have been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment/certificate
- c) 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
- d) *Service 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)
- e) *Service 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
- f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

2.6.2 Goods Delivered Invoices

- a) Once the Goods are delivered, the *Service Manager* preforms a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *Service Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

2.6.3 Invoices linked to commodity prices

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

2.6.4 Retention Invoices

- a) The requirements are the same as for Goods Delivered and service related Invoices.
- b) Where Retention is applicable on the contract, the Eskom SAP system will automatically create the Retention, and the amount deducted from the invoiced amount.
- c) Invoices related to retentions release require a defect or completion certificate and a retention release certificate from the *Service Manager* and must be attached to the original invoice. The original invoice for the retention to be released must be accompanied by the approved and signed completion/defect certificate and retention release certificate and forwarded by the *Service Manager* to the Documentation Centre to effect payment.

Note:

- i) Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost, and payments delayed. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.
- ii) Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- iii) Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct)

2.7 Contract change management

- a) Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.
- b) The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.
- c) If the *Employer's Service Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

2.8 Records of Defined Cost to be kept by the Contractor

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log, and this will be submitted to the *Service Manager* for his signature before 12 am of the following morning barring weekends. The

Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not be limited to the following:

- Date and day.
- Weather.
- Site Conditions.
- Work Done.
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period.

Any communication and documentation during this service agreement to be filed in the contract file. This file is always in the possession of the *Service Manager*.

2.9 Insurance provided by the *Employer*

As stated in Agreements and Contract Data and as per Table A within Data by *Employer*

2.10 Training workshops and technology transfer

- a) The *Service Manager* may request a detailed workshop or bar charts which fit into the logic and time span of the Accepted Programme and reflects the required manufacturing completion dates.
- b) The *Contractor* should create a programme for training on the plant for the *Employer's* nominated employees if required from the *Service Manager*.
- c) This training should be relevant for the *Employer's* employees to perform front line fault finding or maintenance.

2.11 Design and supply of Equipment

- a) Details of the design of Equipment is 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.
- b) Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment.
- c) The *Contractor* submits particulars of the design of an item of equipment to the *Service Manager* for acceptance when the *Service Manager* instructs him to. A reason for not accepting is that the design of the item will not allow the *Contractor* to provide the service in accordance with the Service Information, accepted plan or the applicable law.

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

2.12.1 Equipment

The *Contractor* shall hand over a serviceable plant to the *Employer* by the end of this contract.

2.12.2 Information and other things

- a) The *Contractor* has the right to use Equipment, Plant, and Materials as stated in this Service Information provided by the *Employer* to provide the service.
- b) At the end of the service period the *Contractor* returns all Equipment and surplus materials to the *Employer*.
- c) *Contractor* provides items of equipment for the *Employer's* use as stated in the Service Information and provides information and other things as stated in the Service Information.

2.13 Management of work done by Task Order

- a) A Task is work within the *service* which the *Service Manger* may instruct the *Contractor* to carry out within a stated period of time.
- b) A signed Task Order is the *Service Manager's* instruction to carry out a Task.
- c) Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.
- d) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.
- e) A Task Order includes the following:
 - A detailed description of the work in the Task
 - A priced list of items of work in the Task in which items taken from the Price List are identified.
 - The starting and completion dates for the Task
 - Conditions of the *service agreement* is in accordance with the Task Order issued.
- f) The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.
- g) The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.
- h) No Task Order is issued after the end of the service period.
- i) Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.
- j) It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.
- k) Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.
- l) **When any emergencies do arise, it is required from the Contractor to adhere to the following terms:**
 - The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
 - Response time is within 2 hours for any communication when the *Contractor* acknowledges the emergency.
 - *Contractor* provides a programme within 8 hours of Task Order.
 - Mobilise within 5 hours after Task Order have been accepted by both parties.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

4 Health and safety, the environment and quality assurance

4.1 Health and safety risk management

The Contractor shall comply with the Health and Safety requirements contained in the following rules and procedures:

- 1) 240-62196227 Life Saving Rules
- 2) 32-727 SHEQ Policy
- 3) 32-726 SHE Requirements for Eskom Commercial Process
- 4) 240-62946386 Driver and Vehicle Safety Management Procedure
- 5) 240-73418055 SHE Specification
- 6) OHS Act 85 of 1993
- 7) 32-95 Incident Management

The Contractor shall comply with the health and safety requirements contained in the OHS Specification and the approved safety file. The Employer reserves the right to review the OHS Specification to address operational risks, and the Contractor shall comply with the latest amended SHE Specification at no additional cost. A Section 37(2) agreement in terms of the OHS Act must be signed by both the Employer's and the Contractor's management representatives.

The Contractor's OHS professional must conduct internal audits in accordance with the OHS Specification requirements to monitor compliance with contractual health and safety requirements. The Employer's representatives will conduct inspections at planned intervals to monitor compliance with contractual health and safety and legal requirements.

The Contractor may be selected for internal and/or external Eskom power station audits to verify compliance with legal and contractual OHS requirements. The Contract Custodian and Eskom safety department will communicate such audits at the relevant times, and the Contractor shall make themselves available for these audits.

A Contractor working alone and not eligible to register with the Compensation Fund shall provide Eskom with a member benefit statement of their insurance cover, including life and disability cover, with a minimum value of R500,000

Induction will only be conducted once all required documentation from the Contractor has been submitted and approved by the Employer's representative, and the safety file has been approved by the Eskom Safety Department

Contractor provider Management Key Performance Indicators (KPI's)

1. Maintain the Health and Safety file and ensure compliance with the Health and Safety Plan, Eskom OHS Specification, and applicable legislation, as amended.

2. Maintain good housekeeping at all times in the area where the task is being executed and/or within the area of responsibility.

3. The Contractor must develop, implement, and monitor a near-miss reporting strategy/programme.

4. The Contractor shall conduct Planned Job Observations, Behavioural Safety Observations, and Visible Felt Leadership..

5. Maintain Zero harm for the duration of the contract.

6. At all times, OHS performance must remain within the Eskom Lost Time Injury Rate (LTIR) tolerance levels, as amended

7. All incidents must be reported immediately or before the end of the shift during which the incident occurred

8. All incident investigations must be completed within 10 days of the occurrence of an incident.

9. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.

10. Close audit findings as per the recommended time frames as per audit report or action raised in SAP QIM.
11. Close Non-conformance as per the recommended time frames in SAP QIM.

Note: Monitoring of the above mentioned KPI's will take place through regular audits and inspection.

On completion of the project/contract, Eskom team (led by the Contract custodian) involved in the project together with the Contractor shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the Contract custodian shall ensure that the below requirements are met:

1. Close all incidents and audit findings.
2. Clean the respective yard and ensure good housekeeping where the contractor was working.
3. Contractor shall submit safety statistics and a safety file to Eskom BU project manager for close out and filling.
4. Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work.

The function of the 37(2) Agreement is primarily to indemnify Employer from any acts or omissions by its Contractors and its employees in contravention of the OHS Act.

This means that contractors/suppliers are deemed to be employers, their employees are not deemed to be employees of Eskom and acknowledges that is solely responsible for its employees, its appointed contractors, agents and the like, while performing work for or on behalf of Eskom.

Every site where the Contractor is performing work, a 37(2) agreement shall be signed by the Employers representative and the Contractor representative 16(1)/2 appointee

4.2 Environmental constraints and management

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the Contractor shall comply with during the works.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as a minimum. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Kriel Power Station and any service providers.

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The Contractor must consult with Kriel Environmental section on a regular basis for on-going assistance and advice.

The EMS shall clearly cover the following areas as per ISO 14001;

- Environmental policy
- Compliance obligations (Environmental legal and other requirements)
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation (e.g. devices calibration certificates).
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by Service Manager) as well as emergency preparedness and response procedures/plans.
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.

- Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.

- Contingency plans.

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

Audits

- Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

4.3 Quality assurance requirements

This is applicable to the Contractor and his Subcontractors:

The Contractor shall ensure that a Quality Management System (QMS) is setup and fully maintained during the entire duration of the contract. The Contractor shall comply with the latest ISO 9001 standard, Supplier Quality Management Specification [4] and any other applicable or related quality management standard/s and/or specification/s – this shall mean the latest applicable revision of the standard/s or specification/s.

The Contractor shall ensure that Quality Assurance is performed at all stages/phases of work carried out for the Employer.

The Contractor shall ensure that Quality Control is performed at all stages/phases of the Works i.e. manufacturing, fabrication, testing, certification etc. The Contractor shall develop and implement processes and procedures that efficiently and effectively monitor, verify, and document the quality of the scope of work that is carried out.

The Supplier shall comply with the quality criteria and constraints contained in Annexure A to this Goods Information.

To demonstrate the ability to consistently provide products and services that will meet Eskom requirements on quality and any applicable statutory and regulatory requirements, a contractor shall meet the issued supplier quality management requirements as specified in the List of issued Tender Returnables - 240-12248652.

The Contractor shall have and submit objective evidence of a developed, implemented and maintained Quality Management System (QMS) that complies with ISO 9001 or any applicable standard of the Quality Management System (the latest applicable revision).

The Quality Management System should drive all the contractor's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.

The Contractor shall submit a draft Contract Quality Plan (CQP) that is specific to the scope of work as described in the tender documents.

The Contract Quality Plan (CQP) should demonstrate that the organisation is so structured that all the quality assurance requirements in relation to the scope of work will be properly monitored and controlled.

At a minimum, the plan shall address the following requirements as per ISO 10005.

i. Indicate the interfaces with the contractor's quality system and applicable documents such as procedures and work instructions,

ii. Establishes communication channels between the Contractor and the Service Manager in respect of quality and the integration of such with the prescribed contract communication channels,

iii. Indicates how specific subcontractors will be monitored where applicable,

iv. Identifies items or activities for which quality control plans will be prepared,

v. Identifies the specifications, drawings and acceptance criteria for material of which quality control plans are not required,

vi. Identifies the areas or processes requiring special controls,

- vii. Identifies the Contractor’s Management Representative and personnel responsible for the control of quality activities and their relationship to the Contractor’s management structure,
- viii. Identifies the documents which are to be submitted to the Service Manager
- ix. Indicates the Contractor’s quality monitoring programme.

The Contractor is to periodically update the contract quality plan to reflect changes in any of the above details. The frequency of such updates will be determined by the Service Manager but should not be greater than one year.

Where applicable; the supplier shall submit an example or a draft of an Inspection and Test Plan (ITP) or Quality Control Plan (QCP) which should address the quality control elements related to the scope of work and/ or technical specification.

It is important to note that for this project the ITP/QCP will be required as and when there are simulator modifications.

At a minimum the Quality Control Plan (QCP) should indicate the following as appropriate:

- i. The identification of the item,
- ii. A list of the sequence of operations including inspections and tests,
- iii. The identification of the specification, drawings or procedures for each operation,
- iv. The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number

5 Procurement

5.1 People

5.1.1 Minimum requirements of people employed

Not applicable

5.1.2 BBBEE and preferencing scheme

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.

The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.

Where, as a result, the Contractor’s B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor’s obligation to provide the service. Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

5.1.3 Supplier Development and Localisation

Local Content

Commodity	Components	Local Content Threshold
Fabricated Structural Steel	Various Steel Components	100%

Corporate Social Investment (CSI)

Description	Supplier Offer
3% to be negotiated	

5.2 Subcontracting

5.2.1 Preferred subcontractors

Subcontractors can be used following the Project Manager's acceptance to any of the below:

- EME or QSE entities at least 51% owned by Black Youth Owned;
- EME or QSE entities at least 51% owned by Black People with Disability.
- EME or QSE entities at least 51% owned by Black People;
- EME or QSE entities at least 51% owned by Black Women
- EME or QSE entities at least 51% owned by Black People with Disabilities

The following sub-contractor will be utilised in terms of this contract. The subcontracting percentage will not be a standard price therefore it will depend on the unit to be delivered

5.2.2 Subcontract documentation, and assessment of subcontract tenders

Appointment and managing the sub-Contractor is the full responsibility of the Principal Contractor with the acceptance of the Project Manager

5.2.3 Limitations on subcontracting

Subcontracting to contracts with required CIDB grading

5.2.4 Attendance on subcontractors

None

5.3 Plant and Materials

5.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts.

5.3.2 Correction of defects

- a) The *Service Manager* arranges with the *Employer* to allow the *Contractor* access if it is needed for correcting a Defect.
- b) The *Contractor* needs to correct a Defect within one day or when the first available opportunity arises.

5.3.3 Contractor's procurement of Plant and Materials

- a) The *Contractor* will do all procurement of materials required to execute the service according to own procurement processes.
- b) All materials purchased by the *Contractor* to be installed to Affected Property will be kept and preserved according to the storage relevant specification.
- c) The *Contractor* may at any point be requested by the *Service Manager* to submit the storage and preserving specification for any material or plant.
- d) All plant and material to be stored at an area demarcated by the *Service Manager* and it is the responsibility of the *Contractor* to prepare the area and make it comply with the storage and preserving specification.

5.3.4 Tests and inspections before delivery

- a) The *Contractor* does not utilise those Plant and Materials which the Service Information states are to be tested or inspected before delivery until the *Service Manager* has notified the *Contractor* that they have passes the test or inspection.

- b) All holding points on QCP should have been adhered to and signed off by both parties before accepting any material or goods on site.

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

The Employer has service air operating at 600 kPa that the Contractor is allowed to use. Other facilities provided by the Employer can be seen in Section 5.8 of this contract.

5.3.6 Cataloguing requirements by the *Contractor*

Not applicable to this contract

6 Working on the Affected Property

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

- i) The *Contractor* applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date.
- ii) The *Contractor* personnel are required to be in possession of a Contractor's Permit at all times.
- iii) All *Contractor* personnel are issued with a temporary access permit (Contractor's Permit) which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- iv) All *Contractors'* permits are submitted to Protective Services when the workers leave the site after completion of the works.
- v) In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- vi) This list is delivered to Protective Services, or is faxed to (017) 615 2602
- vii) The list, identified with the Contractor's name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - *Contract Manager* signature
 - Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- viii) To speed up the process of gaining access to the site, the *Contractor* compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- ix) A special Tool List form is available at Protective Services.
- x) An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
- xi) The *Contractor's* visitors and all personnel conform at all times to the security arrangements in force at the site.
- xii) Application forms for visitors are filled in by the *Contractor's Site Manager* and approved by the Employers Representative, one day before the visit and submitted to the *Employer's* Protective Services office.
- xiii) Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- xiv) The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- xv) No unauthorised vehicles are allowed on site.
- xvi) Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- xvii) Contract Vehicle Applications are directed to the Employers Representative.
- xviii) The *Contractor* is restricted to the working areas associated with his place of work.
- xix) The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- xx) Parking inside the power station is strictly forbidden, except for loading purposes.

- xxi) No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.
- xxii) *Contractor* shall provide Police clearances for all the personnel working at Kriel Power Station.

6.2 People restrictions, hours of work, conduct and records

- a) The *Contractor* provides the necessary resources to carry out the service as stated in the Service Information.
- b) The *Contractor* provides everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the Employer is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work as stated in the Service Information.
- c) It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. The Service Manager shall have access to all records of the *Contractor* and Subcontractor at any time when deemed necessary.

6.3 Health and safety facilities on the Affected Property

- a) The *Contractor* shall comply with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when during the contract duration.
- b) The *Contractor* shall comply with site health and safety requirements for Kriel Power Station when executing the contract.
- c) Site delivery safety requirements to be adhered to - And can be obtained through the Service Manager In line with the SHE specification.
- d) The *Contractor* shall submits safety file for approval before access is granted.
- e) The *Contractor* shall maintains the safety file validity in line with site requirements.
- f) The mode of transport for delivery should comply with site requirement in line with issued SHE specification.

6.4 Environmental controls, fauna & flora

The *Contractor* shall comply with the environmental criteria and constraints when executing required services at Kriel Power Station premises regarding:

- a) The vehicle used for delivery; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.
- b) The material used for supporting the goods being delivered are correctly disposed and are without harm to environment. The *Contractor* shall comply with site Environmental management plan (EMP) and other requirement.
- c) The *Contractor* shall comply with Environmental aspect and impact register.
- d) The *Contractor* shall comply with all site environmental management procedures, especially the waste management and oil spillages.

6.5 Cooperating with and obtaining acceptance of Others

- a) The *Contractor* cooperates with the personnel during delivery.
- b) The *Contractor* cooperates with the *Employer's* team during site visits and in ensuring that the goods are delivered in accordance to all requirements.

6.6 Records of *Contractor's* Equipment

- a) The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.
- b) All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.
- c) All Equipment including hired should be inspected and approved before accepted on site.
- d) The *Contractor* will keep records of all hired Equipment to execute the Service Information

6.7 Equipment provided by the *Employer*

- a) It is the responsibility of the *Contractor* to provide his Equipment list to the *Service Manager* with all calibration certificates etc.
- b) The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List.

6.8 Site services and facilities

6.8.1 Provided by the *Employer*

The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection and lighting (etc) on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

a) Refuse Disposal

- i) The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.
- ii) The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

b) Supply of Electricity

- i) *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- ii) The *Contractor* is to make provision for the necessary extensions and plug points.
- iii) All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*.
- iv) The *Contractor* will adhere to the Electrical Installation Regulations of 1992

c) Medical Facilities

- i) The *Contractor* provides a First Aid service to his employees and subcontractor. 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.
- ii) Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.
- iii) The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

d) Toilet Facilities

- i) The *Employer* provides the *Contractor* access to toilet facilities.
- ii) Temporary chemical toilets are provided by the *Contractor* where deemed necessary.

6.8.2 Provided by the *Contractor*

a) Site offices

- i) The *Contractor* shall provide, for his own use adequate size offices.
- ii) A cleaning service must also be provided.
- iii) Domestic rubbish will be removed free of charge.
- iv) The *Contractor* shall dismantle and clear off site all such infrastructure at the discretion of the *Service Manager* on completion of the contract.
- v) No such dismantling and clearance work shall be carried out without prior approval by the *Service Manager*.

- vi) Any electrical equipment or appliances used by the *Contractor* shall conform to the applicable South African Safety standards and Kriel standard PSR 010, and shall be maintained in safe and proper working condition.
- vii) The *Employer* shall have the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

b) Site Location

- i) The boundary of the site is within the Power Station boundary fences.
- ii) The *Contractor* is to mark the boundaries of his site clearly.
- iii) The *Contractor* is to ensure that all his material and equipment is always within the boundaries of his site.
- iv) A site for the *Contractor* will be provided if needed. (The exact position will be determined on site).
- v) The *Contractor* will ensure further treatment of the yard area to keep all neat and tidy at all times.
- vi) The *Contractor* shall also include for such items as security, watch and access arrangements to his yard area.
- vii) The *Contractor* shall not occupy any site area other than that located to him.
- viii) On completion of the service on Site, all areas allocated to the *Contractor* shall be reinstated to their former condition to the satisfaction of *Employer*

c) Contractor's site requirements

- i) The *Contractor* supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete performance of the *service*.
- ii) The *Contractor's* yard should adhere to sound housekeeping, failing with this the *Employer* may use another *Contractor* to clean up the *Contractor's* yard. These costs will be carried by the *Contractor*.
- iii) Any damage to installed lighting is repaired at the *Contractor's* expense.
- iv) The reticulation of electricity, water and any other services required by the *Contractor* from a supplied central distribution point.
- v) Hazardous Substances to be contained as per Eskom requirements. Transportation on and off site
- vi) Telephone connections may be available and the *Contractor* applies via the *Services Manager* for a connection. Connection fees and calls are for the *Contractor's* account.
- vii) Compressed air and gases
- viii) Maintenance of lay-down and storage areas
- ix) Electric panels and distribution wiring for erection and within *Contractor's* yard
- x) Security of *Contractor's* yard
- xi) Temporary lighting to ensure safe working conditions.

d) Accommodation

- i) The provision of accommodation for *Contractor's* personnel is the responsibility of the *Contractor*.
- ii) The *Contractor* or any of his employees or subcontractors is not allowed to use the *Employer's* dining facilities.
- iii) The shop next to the main office building may be utilized by the *Contractors*.

6.9 Control of noise, dust, water and waste

All waste introduced to and/or produced on *Employer's* Premises by the *Contractor* for this order, 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 1994 Ref.: BN0621-16296-5. (A copy of this document is available at the Power Station for reference purposes).

- a) Provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area.
- b) No hazardous waste may be stored for a period of more than 90 days on the Kriel Power Station's premises.
- c) Ensure that all hazardous waste is disposed of at a licensed Class H disposal site.
- d) A copy of the hazardous waste disposal certificate must be submitted to the *Service Manager*.
- e) Ensure that the *Contractor's* site does comply with the general good housekeeping practices.
- f) Redundant material will be removed to allocated sites.
- g) No scrap shall be stored in the *Contractor's* yard.
- h) Scrap is to be cleared from Site daily.

6.10 Hook ups to existing works

Any work performed at heights, *Contractor* must adhere to the correct safety standards, procedures and specifications stated in the health and safety risk management of Kriel Power Station.

6.11 Tests and inspections

6.11.1 Description of tests and inspections

- a) The *Contractor* shall give at least 48 hours in advance notification to the *Supervisor* or the Authority for inspection/test and hold or witness points, which require their attendance.
- b) The *Contractor* shall confirm readiness for inspection at least 24 hours prior to the test.
- c) The *Contractor* shall ensure that all work has been fully inspected, accepted, and documented prior to requesting any inspection by the Supervisor.
- d) The *Contractor* and the *Employer* provide materials, facilities and samples for tests and inspections as stated in the Service Information.

6.11.2 Materials facilities and samples for tests and inspections

- a) The *Contractor* shall ensure that surfaces to be protected are inspected in order to evaluate extent of surface preparation for which he will be responsible.
- b) All inspection arrangements with Kriel Power Station Engineering Department will be made 24 hours in advance.

7 List of drawings

7.1 Drawings issued by the *Employer*