



NEC3 Term Service Contract (TSC3)

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

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

for **Unit 1 to Unit 3 Fabric Filter Bags Cleaning Services**
at Grootvlei Power Station

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		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.	011 800 2101
	Fax No.	011 800 5684
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	Grootvlei Power Station Private Bag X Grootvlei 2420
	Tel	[•]
	Fax	[•]
	e-mail	[•]

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

11.2(2)	The Affected Property is	Unit 1 to Unit 3 Fabric Filter Plants at Grootvlei Power Station
11.2(13)	The <i>service</i> is	Unit 1 to Unit 3 Fabric Filter Bags Cleaning Services at Grootvlei Power Station
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Financial loss together with injuries. 2. Inability of the <i>Contractor</i> to perform the <i>Service</i>. 3. Injury to <i>Contractor's</i> employees while working. Non-compliance to the OHSAct. 4. Risks of certain tasks to be identified beforehand. 5. Inability of the <i>Contractor</i> to perform the work at the required time.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract start Date
3	Time	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	Refer to detailed scope section of this NEC
5	Payment	
50.1	The <i>assessment interval</i> is	Task order will be issued when there's an outage scope issued. (interval)
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four [4] weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall</p>

		Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
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	The Employer provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).
	The <i>Employer</i> provides these additional insurances	2. as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
	<p>The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is</p> <p>The minimum amount of cover for loss of or damage to Plant and Materials provided by the Employer is:</p> <p>The minimum amount of cover for insurance in respect of 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 for</p>	<p>3. the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248</p> <p>4. the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248</p> <p>Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</p>

	any one event is: The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
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	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of

		Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation	[•].		
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	[•]	[•]
		1.00	non-adjustable	
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				
	Focus Areas	Expectations		Penalty per task order
6% of the total task order	SHEQ Performance	Safety Performance		1%
		Environmental Performance		1%
		Quality Inspection		1%
	Plant Performance	Improve Air Permeability to ≥ 60%		2%
	Plant Equipment tools	12 hours turnaround time		1%

X18	Limitation of liability	R0.0 (zero Rand)
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	the amount of the deductibles relevant to the event
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	[2] days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1	Cession delegation and assignment
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
Z2	Joint ventures
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Confidentiality
Z4.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information

	which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z7	Provision of a Tax Invoice and interest. Add to core clause 51
Z7.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z9	<i>Employer's</i> limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent

Action	Action or Obstructive Action.
Z11.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z11.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *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	<p>The <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.</p> <table><tr><th colspan="2">INSURANCE TABLE A</th></tr><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property</td><td><p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p><p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p></td></tr><tr><td>Loss of or damage to Plant and Materials</td><td><p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p><p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p></td></tr><tr><td>Loss of or damage to Equipment</td><td><p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p><p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p></td></tr><tr><td>The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i></td><td><p><u>Loss of or damage to property</u></p><p>The replacement cost</p></td></tr></table>	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	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>	Loss of or damage to Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>	Loss of or damage to Equipment	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>	The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i>	<p><u>Loss of or damage to property</u></p> <p>The replacement cost</p>
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	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>													
Loss of or damage to Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>													
Loss of or damage to Equipment	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>													
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i>	<p><u>Loss of or damage to property</u></p> <p>The replacement cost</p>													

		property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service	<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 Contractor 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 <i>Employer</i> is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and

	is the holder of a nuclear licence in respect of the KNPS.
Z13.2	The <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.3	Subject to clause Z13.4 below, the <i>Employer</i> waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.4	The <i>Employer</i> does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
Z13.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.
Z14	Asbestos
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term

	exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.
Z14.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z14.5	The <i>Contractor's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z14.6	The <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z14.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.
Z15	Employer's right to review the contract
Z15.1	The Employer will review the contract as and when required and reserve the right to reduce the number of people or to terminate the contract if the service is no longer required
Z15.2	The Employer reserves the right to terminate the contract when Grootvlei Power station stop operating before the contract expires
Z15.3	The Employer reserves the right to terminate the contract when the contract value is exhausted or finished before the end of the contract period.

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

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is R _____
C	Target contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(20)	The tendered total of the Prices is R _____
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in _____

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

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*

item	Description	Unit	Hours	Quantity per Year	Escalation	Rate	Amount	Number of Years	Total Amount
	<u>Section 1</u>								
	<u>Preliminaries & Generals</u>								
1	Site Establishment	sum	1	1				1	
2	Induction and Medical tests	sum	1	1				5	
3	PPE	sum	1	1				5	
4	Safety File	sum	1	1				1	
5	Accommodation Bed & Breakfast	sum	1	1				5	
6	Site De-establishment	sum	1	1				1	
	<u>Time-Related P&G</u>								
7	Health, safety & Environment	hr	173	1				20	
8	Quality Control	hr	173	1				20	
9	Traveling (Site)	km	200	3				20	
	Sub Total								
	<u>Section 2</u>								
	Cleaning of FFP bags								
1	Cleaning of FFP bags	Number	2700	3				5	
	Sub Total								
	TOTAL								
	Risk								
	Contingency @ 5%								
	Sub - Total								

	Contract Price Adjustment								
	Escalation @7% Annually (SEIFSA) for 5 years								
	Sub - Total								

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Core Scope of Work

The responsibility of the contractor is to do Unit 1 to Unit 3 Fabric Filter Bags Cleaning Services at Grootvlei Power Station.

Activity:

Objectives

- Clean all bags and ensure that permeability of the bags increases to at least 52 l/dm²/min @200Pa
- Cleaning of bags should decrease average bag weight to a max of 730g/m².
- Overall cell DP should drop to a max of 1.35kPa at full load.
- Sample 2 bags from each cell (8 in total) after cleaning has been completed for testing, report must be submitted to the system engineer on bag properties.
- Lime coats all bags
- Improve bag permeability by removing dust build at least 52 l/dm²/min @200Pa)

Increase bag life span

1.2 Employer's requirements for the service

1.2.1 Planning and Scheduling

The *contractor* compiles strategy and all applicable procedure for the Fabric Filter Bags Cleaning Service. The procedure must be sent to Eskom Engineering for approval 10 days before job commencement.

1.2.2 Outage Schedule

The *Contractor* will be notified by the *Employer* 10 days prior to outage commencement. The *contractor* will be required to submit proof of medical surveillance within 10days of notification by the employer.

1.3 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
CPA	Contract Price Adjustment
PPE	Personal Protection Equipment
TSC	Term Services Contract
NEC	New Engineering Contracts
SHEQ	Safety, Health, Environment and Quality
LAR	Limited Access Register
PSR	Plant Safety Regulation
QCP	Quality Control Plan
HIRA	Hazards Identification Risk Assessment

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

Method statement to be supplied by the Contractor (forms part of technical evaluation)

The *Contractor* submits only one programme, which incorporates the programmes of all his Sub-contractors if any. The interface points between his different Sub-contractor's works and the *Contractor's* works are clearly identified. The Contractor's programme submitted for approval in terms of this contract indicates the proposed periods for all activities and prices. For each activity, the start date, completion date, activity duration, predecessors and links to activities are clearly indicated. This programme will be captured in SAP which is the system that has been adopted by the *Employer* for all planning, progress monitoring and reporting on the Grootvlei site

NB: A draft copy of your programme indicating all tasks to be performed for the project from Start to finish is to be provided as a tender returnable before contract award

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:
Kick off	At the beginning of the contract	Grootvlei Power Station/ Ms Teams	Employer, Contractor and any other interested parties.
Overall contract progress and feedback	Monthly on the last week of the month.	Grootvlei Power Station	<i>Employer, Contractor and any other interested parties.</i>
SHE Meeting	Monthly	Grootvlei Power Station	Employer, Contractor and any other interested parties.
Risk & Early warning	As and when required	Grootvlei Power Station/ Ms Teams	Employer, Contractor and any other interested parties.

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

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

2.3 Contractor's management, supervision, and key people

The *Contractor* submits only one programme, which incorporates the programmes of all of his Sub-contractors if any. The interface points between his different Sub-contractor's works and the *Contractor's* works are clearly identified. The Contractor's programme submitted for approval in terms of this contract indicates the proposed periods for all activities and prices. For each activity, the start date, completion date, activity duration, predecessors and links to activities are clearly indicated. This programme will be captured in SAP which is the system that has been adopted by the *Employer* for all planning, progress monitoring and reporting on the Grootvlei site

NB: A draft copy of your programme indicating all tasks to be performed for the project from Start to finish is to be provided as a tender returnable before contract award

The *Contractor* submits to the Service Manager an organogram showing his people and their lines of authority / communication. The Authorised personnel (RP) will be provided by *Employer*.

2.4 Documentation control

Feedback required must include the following information for works or task completed or to be carried out:

- Estimated time duration (program)
- Budget cost price
- Summary of work done

Data books completion and submissions as per Eskom standard and requirements please refer to QM 58 section 3.5.10.1 for contractor's responsibilities with regards to Data Books

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

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

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

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

2.6.1 Equipment

- Removal, installation, and commissioning of whole of the *works*.

2.6.2 Information and other things

- Testing and certification
- All the Quality Documentation signed off with no outstanding actions to be resolved.
- The *works* have been in service continuously for at least two weeks with no sign of any abnormalities being present.
- At *Completion*, the *Contractor* submits all technical documentation for the *works* in accordance with the *Employer's* documentation requirements.

Completion takes place after the *Service Manager* has verified the submitted documents

2.7 Management of work done by Task Order

A task order will be issued on a prior work commencement to the *Contractor* by the *Employer's* representative, on the work that needs to be done. An SAP 45 (order) number for reference purposes will accompany this task order when the *Contractor* invoices. A Task Order format could be provided in an Annexure A of this Service Information

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* provides own personal protective equipment and clothing for the employee's safety. The *Contractor's* Site Manager in charge of the *Contractor's* employees, will make sure that the *Contractor's* employees have their PPE on, at all times during working hours.

- The *Contractor* must ensure that the works complies with the OHS Act 85 of 1993.
- The Contractor will provide all SABS Approved Personal Protective Equipment to its employee's as identified in the Risk Assessment
- The *Contractor* is responsible for procurement of PPE and equipment in accordance with the OHS act and site-specific requirements, including the use thereof as necessary.
- The *Contractor* shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan, based on the Employer's documented health and safety specifications, which shall be applied from the date of commencement of and for the duration of the construction work. The plans will be approved by the Employer 's Safety Officer.
- The *Contractor* will comply with ISO45001

3.2 Environmental constraints and management

The *Contractor* shall comply with environment management system, ISO 14001 and the Grootvlei Environmental Procedures as listed in the specification table. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the *Service Manager* as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land.

3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with GVLRA 0005 Control of Quality Control Plans and the Supplier Contract Quality Requirement Specification (QM58). The *Contractor* submits Quality documents to *Service Manager* on Contract award for approval prior to commencement of work.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to *the Service Manager*. The *Contractor*, in conjunction with *the Service Manager* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to *the Service Manager* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises. The contractor shall be subjected to scheduled assessments/audits if Eskom deems it necessary.

ISO 9001 and the Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted

By signing and accepting this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

Procurement

3.4 People

3.4.1 Minimum requirements of people employed

Base requirements: The Contracting Company must have expertise and skilled labour for cleaning fabric filter bags.

The key persons performing the work shall have a minimum of 5 years' experience in performing the same work as specified in the Works Information of the Contract documentation.

The Contractor will be requested by the Employer to submit details of the qualifications of person performing the work, all personnel in trade positions are to be qualified and in possession of a valid trade test certificate

The Contractor shall be required to furnish a certified copy of accreditation for maintaining and qualifications of key persons and these certificates will include any recognized qualification, RPL, etc.

The Contractor shall demonstrate capability by furnishing proof of work performed for Contracts with similar service requirements

Employment of local people

Grootvlei Power Station requires that during recruitment of unskilled or semi-skilled labour, a contractor or its subsidiaries should make every effort to employ minimum target of 50 % suitable candidates from all disciplines from the local community (Dipaleseng municipality) and will only resort to other avenues if the local community cannot provide the requisite resources. To engage in the above recruitment process, you may contact the local forum. The Contractor shall under no circumstances be allowed to recruit labourer(s) at Eskom Grootvlei main security gate.

3.5 Subcontracting

3.5.1 Preferred subcontractors

All Subcontractors are to be Employer approved Contractors / Vendors / suppliers. If the Contractor is uncertain of the approval status of the Contractors / Vendors / suppliers, the Contractor formally requests from the Service Manager confirmation of the status. The Contractor does not procure the services of Contractors / Vendors / Suppliers without the prior approval of the Service Manager.

3.6 Plant and Materials

3.6.1 Specifications

Where no standards, specifications, guidelines and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines. Where possible, standards will be reflected in the Task Order (refer to the table's below).

Number	Title	Issued by
Act 85 of 1993	Occupational Health and Safety Act and Regulations	<i>Contractor</i>
SABS 1431-1987	Material Specifications	<i>Contractor</i>
	Basic Condition of Employment Act,1997	<i>Contractor</i>
240-28981069	Environmental Policy	<i>Employer</i>
240-29828394	Waste management	<i>Employer</i>
240-30008949	Safety, Health and Environmental Specifications for Contractors	<i>Employer</i>
240-30008949	Mechanical, Electrical & Personal Protection	<i>Employer</i>
240-29129309	Injury/Accident Reports & Investigation	<i>Employer</i>
32-93	Eskom's Standard for Vehicle safety specification	<i>Employer</i>
32-421	Eskom Vehicle and driver safety management	<i>Employer</i>
240-29091616	Lifesaving Rules	<i>Employer</i>
240-39405720	Non – smoking policy	<i>Employer</i>
SANS 7592	Calibrated round steel lifting chains	<i>Employer</i>
CIDB 6ME	Contractor Registration Certificate	<i>Contractor</i>
SANS 7531	Wire rope slings for general purposes	<i>Employee</i>
SANS 1596	Drop forges eyebolts and eye nuts for lifting purposes	<i>Employer</i>
004/4830	Grootvlei Power Station Health and Safety Specification Rev 01	<i>Employer</i>
QM 58	Supplier Contract Quality Requirement Specification	<i>Employer</i>
36-775	Control of Plant Construction Repair and Maintenance Welding	<i>Employer</i>
36-1162	Weld Defect Classification and Reporting Procedure	<i>Employer</i>
36-504	Welding of High-Pressure Temperature Tube and Pipework	<i>Employer</i>
39-60	Contract Quality Policy Requirements	<i>Employer</i>
PGZ – 45-24	HAZOP Guidelines	<i>Employer</i>
240-39012269	Control of Quality Plans	<i>Employer</i>
ISO 14001	Environmental Management System	<i>Contractor</i>
ISO 45001	Occupational Health and Safety Management System	<i>Contractor</i>
ISO 9001	Quality Management System	

3.6.2 Correction of defects

The defects will be listed, and corrective actions will be planned according to the priority of the defects. Where Permits to Work are required, the work will be planned with the Production Department. All work will be scheduled via the Employer's SAP System. The Employers Plant Safety Regulations will be adhered to under a responsible person in terms of the plant safety regulations.

Where history needs to be captured, defects will be raised on the SAP Stem and the history will be captured on the Works Orders. Comprehensive reporting is to be submitted after each inspection.

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

The Employer will provide scaffolding; request for scaffolding must be made at least 24hrs in advance. The employer will make available equipment such as mobile crane, forklift, cherry picker, tractor.

The *Contractor* provides accommodation and transport for all his employees engaged in the execution of the works. This includes the needs of his subcontractors.

4 Working on the Affected Property

- The *Contractor* complies with all site regulations issued by the *Employer*.
- All work valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order.
- The *Contractor* may use any Equipment he sees fit for the purpose as long as the use thereof does not damage or interfere with any Plant, buildings or roads. All equipment used shall be in good order and comply with all the relevant safety rules and regulations.
- The *Contractor* and his employees are required to conduct themselves at all times in a proper and orderly manner while on the *Employer's* premises. The *Contractor* and his employees will, in particular, be required to refrain from smoking and cooking on the *Employer's* premises. It must be noted that the *Employer* will take immediate steps to institute criminal investigation in the event of any suspected criminal acts e.g.e.g., theft etc.
- The *Contractor* is required to clean and remove any debris and rubble arising from any work done under any agreement originating from this Contract to ensure that the *Employer's* premises are left in a clean condition after doing any work. All building debris will be dumped at a dedicated site identified by the *Employer*.
- No asbestos-based products to be used in supplied materials or form part of any temporary *Works* or plant and equipment brought onto the site.
- The *Contractor* and its employees required to work onsite must first obtain the required access permit for site before commencing any work. This is obtained by completing a site-specificsite-specific induction, medical and associated paper work. No vehicles will be allowed access to site unless this has been pre-approved by the *project Manager* / security and a valid permit for vehicle access has been issued.
- Only parts that meet the original manufacturer's requirements shall be used.
- The contractor will be required to be accredited by the SABS to be able to issue the valid calibration certificates.

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

- The *Contractor* provides security necessary for the protection of the *Works* at all times until the completion of the whole of the *Works*.
- The *Contractor* is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.
- All persons entering the Grootvlei site pass through the control points at the main access gate and are required to have temporary permits that are issued to *Contractor's* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.
- If any *Contractor's* staff are transferred from Grootvlei or leave site, the person's permit is handed over to the *Supervisor*. The *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.
- No firearms, weapons, alcohol, illegal substances, and cameras (including cell phones with cameras) are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.
- No "private work" is carried out for or on behalf of any Eskom employee.
- The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside the site are out of bounds to the *Contractor's* staff.
- Under no circumstances shall the *Contractor* recruit outside Grootvlei Power Station's security gate. An applicable local office for recruitment shall be used.
- Note that the speed limit on the site is 40 kph. The vehicle permits to enter Power Station of any persons contravening any traffic act on site is cancelled.
- The *Contractor* complies with the Grootvlei Site Regulations, a copy of which is available for perusal at the *Project Manager's* offices.
- Any subject within the authority of the *Service Manager* may be addressed by a Site Regulation.

- Before work starts on site, an inaugural meeting is held with the *Contractor* and the *Service Manager* to explain all requirements of the Site Regulations.
- The *Contractor* is issued with a file of current Site Regulations on arrival. The file remains the property of the *Service Manager* and the *Contractor* is responsible for its maintenance and updating as revised regulations are issued by the *Service Manager*.

4.2 People restrictions, hours of work, conduct and records

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 them at any time. These records may be needed when assessing compensation events.

4.3 Health and safety facilities on the Affected Property

The *Contractor* provides, at his cost, a First Aid service to his employees. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.

Outside the *Employer's* office hours, the *Employer's* First Aid Services will only be available for serious injuries and life-threatening situations.

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

4.4 Equipment provided by the *Employer*

Scaffolding will be provided by the *Employer*, request for scaffolding must be made at least 24hrs in advance. The employer will make available equipment such as mobile crane, forklift, cherry picker, tractor.

All instrumentation and equipment bought or supplied by the *Employer* for the purpose of the work will remain the property of the *Employer* after the end of the contract.

The *Contractor* provides accommodation and transport for all his employees engaged in the execution of the works. This includes the needs of his subcontractors.

i. Electricity

All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the *Service Manager*.

No connection is made to the permanent installation at the Power Station without the prior acceptance of the *Service Manager*.

No guarantees of power supply quality are given, and power supply outages of some duration may occur without warning. Planned outages are also a possibility. The *Contractor* makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason and no claim of any nature relating to power failures is considered.

220 and 380V power source will be available near the off-terrace site area. It is the *Contractor's* responsibility to connect to this power source and obtain statutory Certificate of Compliance for such a connection or installation. The use of this power supply is used to cater for the *Contractor's* office requirements and is not to be used for any construction purpose. Construction power is available to the *Contractor* within the main turbine and boiler house.

All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* shall comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.

The *Contractor* shall provide, at his own expense, all temporary wiring and cabling to lead power from the point of supply or distribution boards to the various points where it is required, maintain same and remove on completion.

ii. Compressed Air

Compressed air is available for the *Works*. The variation of pressure in the air supply and or breakdown in the supply shall not be grounds for an extension of time or compensation if it causes a delay.

iii. Water

The *Employer* provides a water connection point at the *Contractor's* off-terrace site yard. The *Contractor* provides, at his own cost, all connection fittings, pipe work, temporary plumbing and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required. The *Contractor* is responsible to maintain these facilities and to remove it at completion of the whole of the *Works*.

The *Project Manager* does not guarantee continuity of supply and the *Contractor* makes his own provision for standby supplies to maintain continuity of work. Claims of any nature relating to discontinuity of water supply are not considered.

iv. Telecommunication

The *Contractor* provides his own telecommunication facilities.

v. Roads

Main access roads are surfaced and complete and may be used by the *Contractor* with the necessary care. The *Employer* maintains the site roads, described above, to a fair condition. Any costs incurred by the *Project Manager* from damage caused to underground services, structures, and the like as a result of the *Contractor* not using the prescribed routes, is recovered from the *Contractor*.

The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the *Supervisor*.

vi. Sanitary Facilities

All the *Contractor's* personnel are expected to make use of the Station Terrace sanitary facilities. The *Contractor* provides additional facilities as required at own cost.

4.4.1 Provided by the *Contractor*

- Contract must Provide the Compressor unit
- Must provide the Lime coating

4.5 Control of noise, dust, water, and waste

- Use hearing protection
- Dust Masks
- Waste Dust Bin

4.6 Hook ups to existing works

N/A

4.7 Tests and inspections

4.7.1 Description of tests and inspections

FFP Bags after cleaning should be tested and results to be submitted

4.7.2 Materials facilities and samples for tests and inspections

FFP Bags must be sampled before and after Cleaning

5 List of drawings

5.1 Drawings issued by the Employer

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

Drawing number	Revision	Title