



## NEC3 Term Service Contract (TSC3)

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

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

for **Provision of 24-hour emergency spillage response  
and rehabilitation services for a period of 5 Years, as  
and when required.**

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

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

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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:

### Provision of 24-hour emergency spillage response and rehabilitation services for a period of 5 Years, as and when required.

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	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 <sup>1</sup>	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:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the  
Employer**

\_\_\_\_\_  
(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)

\_\_\_\_\_

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 TSC3 Contract Data

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

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low Performance Damage</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	Provision of 24-hour emergency spillage response and rehabilitation services.
11.2(14)	The following matters will be included in the Risk Register	Refer to Annexure B - Risk Register.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days.
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	5 days after contract initiation.
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 Months
4	<b>Testing and defects</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	4 weeks
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose

appointment it shall not be necessary to prove)  
for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted 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	NEC3 TSC Compensation event core clauses will apply.
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Refer to annexure B
9	Termination	Termination core clauses for TSC3 will be applied
10	Data for main Option clause	
A	Priced contract with price list	C2.2
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]



Fax No. [•]

e-mail [•]

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

## 12 Data for secondary Option clauses

X1	Price adjustment for inflation																									
X1.1	The <i>base date</i> for indices is																									
	The proportions used to calculate the Price Adjustment Factor are:	Month prior the closing date of this enquiry																								
		<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>15%</td><td colspan="2">non-adjustable</td></tr> <tr> <td>100%</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15%	non-adjustable		100%		
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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	Refer to annexure A																								
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	<b>R0.0 (zero Rand)</b>
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	<b>the amount of the deductibles relevant to the event</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order / Purchase Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 working days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

## **Z1 Cession delegation and assignment**

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

## **Z2 Joint ventures**

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

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

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

## **Z4 Confidentiality**

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

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

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

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

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

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

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

**Z8 Notifying compensation events**

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

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

**Z9 Employer's limitation of liability**

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

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

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

**Z11 Ethics**

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or *SubContractors* or *SubContractor's* employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or *SubContractors* or the *SubContractor's* employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

## Z12 Insurance

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

#### Insurance cover 83

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

**INSURANCE TABLE A**

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

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

**Insurance  
by the  
Employer**

86

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

**INSURANCE TABLE B**

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

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

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

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related



control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## C1.3 Forms of Securities

### Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

**[Note to contract compiler:**

**Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]**

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee "in the form set out in the Service Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

PART 2: PRICING DATA

TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

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

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

### Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and

- incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
  - Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

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

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

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

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

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

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

## C2.2 the *price list*

### EMERGENCY SPILLAGE

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
1	<b><u>SAFETY &amp; PPE REQUIREMENTS</u></b>			
1.1	Compiling safety file and Induction	1.00		
1.2	Safety PPE	5.00		
1.3	Medical Clearance	5.00		
2	<b><u>DAILY PRELIMINARIES AND GENERALS</u></b>			
2.1	Transport	4200.00		
2.2	Mobile toilets	10.00		
2.3	Accommodation	300.00		
2.4	Site establishment and De-Establishment	1.00		
	-			
3	<b><u>LABOUR</u></b>			
3.1	Project Manager	480.00		
3.2	Semi-Skilled	480.00		
3.3	Supervisor	480.00		
3.4	Safety officer	480.00		
3.5	Assistants	480.00		
	-			
4	<b><u>OVERTIME</u></b>			
4.1	Semi Skilled	480.00		
4.2	Supervisor	480.00		
4.3	Safety officer	480.00		
4.4	Assistants	480.00		
	-			
5	<b><u>OIL CONTAINMENT AND CLEANING EQUIPMENT</u></b>			
5.1	Cold Water HP	100.00		
5.2	Hot Water HP	100.00		
5.3	3" Wilden Pump	100.00		
5.4	3' Water Pump	100.00		
5.5	3' Petroleum Hose	100.00		
5.6	Canoe	100.00		

5.7	5.5 KVA Generator Petrol	100.00		
5.8	7.5 KVA Generator Petrol	100.00		
5.9	Extension Cord 30m roll	5.00		
5.10	500L fire Unit	100.00		
5.11	Weir Skimmer	100.00		
5.12	CFM Compressor	100.00		
5.13	20M Airhose	5.00		
	-			
6	<b><u>MATERIALS FOR CLEANING OF SPILLAGES</u></b>			
6.1	Bioremediation products 50 L	100.00		
6.2	Microremediation	100.00		
6.3	Remediation agent liquid	100.00		
6.4	Hydrocarbon Absorbent 15KG	100.00		
6.5	Hydrocarbon Absorbent 30KG	100.00		
6.6	Hand Tools	100.00		
6.7	Pump Sprayer 5L manual	25.00		
6.8	Drip Tray steel small	500.00		
6.9	Drip Tray steel big	500.00		
6.10	Absorbent booms Hazmat 2 meter	500.00		
6.11	Absorbent booms Hazmat 4 meter	500.00		
6.12	Absorbent booms oil 2 meter (4 Bag)	500.00		
6.13	Absorbent booms oil 4 meter (2 Bag)	500.00		
6.14	Any other consumables not mentioned above:	500.00		
	-			
7	<b><u>WASTE DISPOSAL</u></b>			
7.1	Hydrocarbon waste (Solid)	100.00		
7.2	Contaminated Absorbent	100.00		
7.3	Oil mixed with water	100.00		
7.4	Soil contaminated sewer waste	100.00		
7.5	Sludge	100.00		
7.6	Contaminated ash and Hydrocarbons	100.00		
	-			
8	<b><u>STORAGE CONTAINERS</u></b>			
8.1	210L Steel Close top drum	100.00		
8.2	210L Steel Open top drum	100.00		
8.3	500L water tanker	10.00		
8.4	1000L Flow bin	50.00		
8.5	Drum Funnel	100.00		
8.6	Skip Bins	50.00		
8.7	Bulk Bags	500.00		

8.8	Recovery bags	500.00		
8.9	Sand bags	500.00		
8.10	Plastic sheeting 30m x 4m x 150 micron	500.00		
8.11	Plastic sheeting 30m x 6m x 150 micron	500.00		
8.12	Recovery Bag and cable tie	500.00		
	-			
9	<b><u>SUPPLY OF OIL SPILL KITS</u></b>	50		
	-			
10	<b><u>TRAINING OF ESKOM OPERATORS</u></b>	50.00		
	-			
11	<b><u>COMMUNICATION AND REPORTING</u></b>	12.00		
11.1	Communication and Reporting			

**REHABILITATION OF THE DAM**

ITEM NO	DESCRIPTION	Quantity	Rate	Amount
	<b>ESKOM TUTUKA POWER STATION</b>			
	<b>REHABILITATION OF THE DAM, X2 WET LANDS AND THE STREAM</b>			
1.	Rehabilitation of the DWD and its embankment including disposal of resulting waste	10		
2.	Environmental Impact Assessment conducted at the wetland areas referred in 4 and 5 below, and the assessment report thereof.	10		
3.	Rehabilitation of a wetland between DWD and Seriti Farm including disposal of resulting waste	10		
4.	Rehabilitation of a wetland at Seriti farm including disposal of resulting waste	10		
5	Rehabilitation of the stream that runs through Bosman farm including disposal of resulting waste.	10		
<b>TOTAL EXCLUDING VAT</b>			<b>R</b>	<b>-</b>



## PART 3: SCOPE OF WORK

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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**

Emergency spillage response and rehabilitation services is required to ensure timeous response in case of hydrocarbon or chemical spillages to prevent pollution to the neighbouring environment inclusive of water resources as required by the National Water Act (Act 36 of 1998) and related legislation/guidelines/standards/permits and amendments in support of this Act.

In terms of National Environmental Management Act, 107 of 1998, section 28 (1): Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.

Thus, a specialised cleaning services supplier covering confined space cleaning, high pressure cleaning, tank cleaning, laboratory cleaning, and bulk material handling must be on call 24 hours to provide these services for Tutuka Power Station in the event of a fuel oil and/or chemical spillages incident/event.

### **1.2 Employer's requirements for the service**

The following services is required:

- Spillage containment and clean-up services (both hydrocarbon and chemical spillages)
- Provision of spillage containment material e.g (booms) to contain oil spillages in case they make way to neighboring water bodies
- Specialized Industrial Cleaning (Tank & sump cleaning etc.)
- High Pressure Cleaning (HP Cleaning)
- Provision of additional emergency Spill kits
- Spill kit product training and Risk assessment
- Provision of Biodegradable and environmentally friendly surface degreasers
- Provision of bioremediation products and conduction the remediation project
- Performing historical polluted site risk assessments and performing the necessary clean up and rehabilitation of such areas
- Provision of Personal protective equipment (PPE) approved by Hazmat
- Provision of a report that details the work done and has visual evidence of the rehabilitation done.
- Disposal of hazardous waste that emanates from the clean up
- Provision of Waste manifest, in case where hazardous substance e.g, contaminated soil was disposed-of at an external hazardous waste disposal site.

#### **Typical Emergency Equipment Requirements**

The following minimum equipment is required:

- Oil and Chemical Emergency response vehicles (2) with visible safety / hazmat markings
- Mobile chemical and hydrocarbon transfer pumps and hose
- Mobile high-pressure washers

- Inflatable containment booms
- Waste management vehicle and receptables (bins/skips)
- Crane Trucks
- 50 000 liters Super Sucker Trucks with visible safety / hazmat markings
- Bulk Emergency Storage Containers (Drums, Tanks, IBC'S and Fast tanks)
- Assorted oil skimmers (rope skimmers, floating weir skimmers, disc skimmers, coastal bulk skimmers)
- PPE including level of chemical protective suit, SCBA sets, Level B chemical protective suits, full face air purifying respirators and supplied air respirators.

## General Requirements

### 1.2.1 Plant and Material Supply

- i. The *Contractor* provides all tools and equipment for the handling of material and the proper execution of the *works*.
- ii. The *Contractor* takes reasonable care to ensure that equipment used does not cause damage to any existing infrastructure. In the event that such damages do occur to the surrounding infrastructures, the *Contractor* is responsible for repairing such damages and is liable for all costs associated with the repairs.
- iii. The *Contractor* is to supply, deliver, offload and temporarily store (as may be required) all materials needed to carry out the *works*.

### 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Description given to the abbreviation
EMS	Environmental Management System
DFFE	Department of Forestry, Fishery, and the Environment
DWS	Department of Water and Sanitation
Hazmat	Hazardous Materials
HP	High Pressure
IBC	Intermediate Bulk Containers
LP	Low Pressure
NEMA	National Environmental Management Act (Act No. 107 of 1998)
NEMWA	National Environmental Management Waste Act (Act No. 59 of 2008)
NWA	National Water Act (Act No. 36 of 1998)
ISO	International Organization for Standardization
PPE	Personal Protective Equipment

SCBA	Self-contained Breathing Apparatus
PSR	Plant Safety Regulations
QC	Quality Control
QCP	Quality Control Plan
SANS	South African National Standards
SAP	System Application Products
SOW	Scope of Work
TBC	To be confirmed

## 2 Management strategy and start up.

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

### 2.2 Management meetings

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

Meetings are held monthly between the *Service Manager* and the *Contractor* (and any other co-opted members). The *Contractor* is represented, at each meeting, by the appropriate members of the staff. The venue for these meetings is as determined by the *Service Manager*. The *Service Manager* writes the minutes of meetings.

Any action of the *Service Manager* or *Contractor* implied in the minutes of meetings with contractual implications is confirmed by means of a separate communication given in accordance with this Works Information and NEC.

The *Contractor* reports the overall progress and as a minimum requirement, the following is addressed:

- *Contractor's* current activity progress and planned finish dates.
- *Contractor's* programme agenda compared for delays and milestone targets
- Health, safety and quality Management.
- The progress of any other relevant activities.
- To discuss any technical or commercial issues.
- Problem areas or concerns.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Kick-Off Meeting	Once, before contract start	Tutuka Power Station	<b><i>Contractor's</i></b> Service Manager, Project Supervisor and other attendees at the discretion of the <i>Contractor</i> .  <b>Employer's</b> Project Team

Title and purpose	Approximate time & interval	Location	Attendance by:
Progress Report and Assessment Meeting	Daily, during each call out duration period	Tutuka Power Station	<b>Contractor's</b> Service Manager, Project Supervisor and other attendees at the discretion of the Contractor.  <b>Employer's</b> Project Team
Risk Management Review	After task completion from each call out	Tutuka power station	<b>Contractor's</b> Service Manager, Project Supervisor and other attendees at the discretion of the Contractor.  <b>Employer's</b> Project Team

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Such meetings should not prejudice the Employer in terms of cost, quality and schedule. 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* to provide well skilled personnel to execute the services.

## 2.4 Provision of bonds and guarantees

- N/A

## 2.5 Invoicing and payment

The *Contractor* shall include on each invoice the following information:

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

- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the CC on the Invoice) to be send to the financial department as per Eskom Invoicing procedure / instruction.
- Eskom Invoicing and payment procedure to be followed.

## 2.6 Contract change management

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

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

- a) Available on request by the *Employer*

## 2.8 Insurance provided by the *Employer*

- a) Refer to Contract Data section 8.

## 2.9 Training workshops and technology transfer

- The *Employer* will provide Plant Safety Regulations (PSR) training necessary for the *Contractor* in order to carry out the works.
- 
- The *Contractor* shall be obliged to carry out the *service* for which the training was provided.
- All training required by the *Employer* will be on the *Employer's* account.

## 2.10 Management of work done by Task Order

- A Task Orders / Purchase Orders are the instruction to commence work.
- No work shall commence until Task Order / Purchase Order is issued and has been finalised, accepted and signed by both the *Employer* and *Contractor*.
- All work will be issued on a Task Order system.
- The Work Order, Purchase Requisition, Task Order and Purchase Order will be created via the SAP PM system.
- Completion certificate to be issued after tasks is completed on the Task Order. Completion certificate must be submitted together with the Assessment.



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

#### 3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHEQ Specifications 14RISK SRM-084 to this service Information.

##### **Eskom SHEQ Policy**

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

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

##### **Contractor SHEQ Policy**

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

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

##### **SHE Plan Requirements**

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

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

- The *Contractor* must ensure that all personnel attend the *Employers* health and safety Induction Course prior to starting with the works.
- All Eskom health and safety requirements to be adhered to
- *Contractor's* Health and Safety file to be handed in for approval and kept up to date by the *Contractor*.

##### **Health and Safety Arrangements**

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

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

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

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

- a) SHEQ Policy 32-727
- b) Eskom Procurement and Supply Chain Management Procedure 32-1034
- c) SHE Requirements for the Eskom Commercial Process 32-726
- d) *Contractor* Health and Safety Requirements 32-136
- e) Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
- f) Live-saving Rules 240-62196227
- g) Working at Heights 32-418
- h) Eskom Vehicle Safety Specifications 32-345
- i) Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

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

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

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

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

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

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

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

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

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

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

- ***Contractor* to provide own Fire Extinguishers**

### **Fire Precautions**

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

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

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

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

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

### **Fire protection**

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

### **Safety and incident prevention**

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

#### **Reporting of accidents**

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

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

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

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

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

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

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

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

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

- perform safety audits at the *Contractor's* premises, its workplace and its employees.
- refuse any employee, *Sub-Contractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;

- Issue the *Contractor* with an instruction to stop work should the *Employer* aware of any unsafe working procedure or condition or any non - compliance with The Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no Amendments to the act or the Regulations or reasonable amendment to the *Employer's* and Operating Procedures will entitle the *Contractor* to claim any additional costs or Time incurred in complying therewith, from the *Employer*.

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

The *Contractor* conforms to the Eskom Plant Safety Regulations

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

## **2.1.1 Eskom Life Saving Rules (240-62196227)**

### **RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH**

With the aim to ensure a safe electrical work environment, no person may work/operate on, around or near any electrical network, line or apparatus, electrically connected to the power system and/or electrically charged and/or not electrically charged unless:

- a) He/she is trained and authorised as competent for the task to be done;
- b) There is a valid permit to work, where required.
- c) A pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing.
- d) He/she follows the requirements on OPEN, ISOLATE, TEST, EARTH, BOND and/or INSULATE BEFORE TOUCH, correctly based on applicable/related standards, procedures and outcome of risk assessment fit for the type of work or task to be performed.
- e) The authorised person (team leader) has certified and physically shown all team members that the apparatus is safe to work on;
- f) He/she makes the specific electrical environment safe prior to performing the work; and
- g) All the appropriate PPE (including face shield and insulated gloves for low voltage work) are worn.

### **RULE 2: HOOK UP AT HEIGHTS**

Working at height is a significant part of work in Eskom Holdings and is regarded as a high-risk activity, and as a result all precautions must be taken to prevent incidents while working at height. Wherever reasonably practicable, preference must be given to the performance of work at ground level as opposed to work in an elevated position. Where work in an elevated position is necessary, the requirements in this document shall apply.

No person may work at height where there is a risk of falling unless:

- a) He/she is medically fit to work at height.
- b) A pre-task risk assessment to identify all risks and hazards has been conducted prior to commencing any work of this nature.
- c) He/she is appropriately trained as determined by the risk assessment.
- d) He/she is appropriately secured during ascending and descending; and
- e) He/she is using an Eskom approved fall arrest system where applicable.

### **RULE 3: BUCKLE UP**

Where required, the proper wearing of seat belts for any driver, operator and passenger is mandatory in all vehicles/equipment when driving and/or travelling for Eskom business purposes. The driver is obligated to ensure that he/she as well as all passengers are properly seated and wearing their seatbelts at all times while being transported in the vehicle, as per Eskom specifications.

Note: This rule is applicable on any road or parking lot, irrespective of the speed, and when the vehicle moves in a forward or backward direction.

#### **RULE 4: BE SOBER**

No person who is under the influence or who appears to be under the influence of intoxicating liquor or drugs will be permitted to enter or remain on an Eskom site or conduct Eskom business or drive/operate a vehicle/equipment for Eskom business purposes.

This includes any level of alcohol or the presence of any drugs, controlled substances, and/or illegal substances in the body that impairs or could impair mental and physical functioning, irrespective of when the substance was used.

#### **RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK**

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by for example the:

- a) Plant Safety Regulations; or
- b) Operating Regulations for High Voltage Systems (ORHVS); or
- c) Any other activity where a permit is required.

No plant is to be returned to service without the cancellation of all permits on that plant in accordance with procedure, unless permission is granted for a particular plant to be returned to service with permits still open, like in the case of redundant systems.

NOTE: In the case of live work, a "live work declaration form" is to be completed by the authorised person, who is the person responsible for the safe execution of work according to relevant standards and procedures. Outline the key principles or rules to support the implementation of the standard statement.

### **3.1.2 Tutuka Permit to Work System**

The *Contractor* will ensure that he/she is informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that he/she at all times comply to the requirements of these Regulations.

The *Contractor* will ensure that all his supervisors who are directly involved with Eskom's Permit to Work System, are trained and on successful completion of Matimba's authorization / evaluation process will be authorized as "Responsible Persons".

The Responsible Person shall ensure that:

- The conditions of permits and cautionary notices are strictly adhered to
- The lockout procedures, mechanical as well as electrical, are strictly adhered to and any deviations shall be corrected immediately
- The safe work procedures as laid down by Matimba Power Station and as determined by the Risk Assessment, shall be followed
- The workers register and cautionary notices are discussed daily with workers

### **3.1.3 Health and Safety Plan (Construction Regulations)**

The following will be required after contract award:

The *Contractor* shall compile a Health and Safety Plan, filed in a Health and Safety File, comprising of the following:

- Proof of the contracting company's own Health and Safety Policy
- Proof of appointments, assignments and designations as required in terms of the Occupational Health and Safety Act, No 85 of 1993
- Proof of Risk Assessments regarding Hazards identified and proof of training of own employees regarding controls derived from the risk assessment
- Proof of Safe Work Procedures that derived out of the Risk Assessments

- Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site
- Proof of a Fall Protection Plan, if required to perform work at elevated levels developed by a competent person appointed by the contracting company
- Proof of an Induction Program (it is advised that the Tutuka SHE Rules as a Guide) and an attendance register signed by its employees prior the commencement of any construction work on site
- Proof of the contracting company's employees Medical Fitness Certificate. (Must still be valid – one year. May only have been issued by an occupational health practitioner)
- Proof of *Contractors* weekly Health and Safety Rep Inspections regarding its own site and where detached work is performed
- Proof of Personal Protective Equipment (PPE) issued to *Contractor's* employees
- Proof of contracting company's Accident/Incident Reporting and Investigation System
- Proof of checklists and where applicable test certificates, regarding *Contractor's* tools, equipment, machinery, mobile equipment, vessels under pressure and any other applicable checks required by the Act
- A "Section 37(2) Agreement with Mandatory" needs to be drawn up by the Employer and co-signed by the *Contractor* before work can commence
- The *Contractor* shall ensure that his Sub*Contractors* do also have a Health and Safety File and that it must be accepted by the *Contractor*.
- The Safety Officer employed by Tutuka Power Station will audit these Health and Safety Plans to ensure compliance with the provisions of the Act.
- In terms of Clause 4 (b) of the Construction Regulations, the Employer points out the hazards or risks that is associated with the works, as indicated in Appendix B, to the *Contractor*. The hazards or risks it are however not limited to this list.

### 3.2 Environmental constraints and management

The *Contractor* shall adhere to all requirements as set out in 240-146112716: Environmental management requirements for *Contractors*.

The *Contractor* provides an Environmental Management Plan applicable during the execution of the Works. The plan provides a guideline on the environmental management of the handling of the works. All waste is handled in an environmentally friendly manner. The *Contractor* conforms to the "polluter pays principle", duty of care and other NEMA principles.

The *Contractor* conforms to all requirements dictated in the document as well as the National Environmental Management Act (NEMA, Act No. 107 of 1998) and the National Environmental Management Waste Act (NEMWA, Act No. 59 of 2008). This is achieved by undertaking inspections, audits, monitoring and reviews, conducted internally by the *Contractor* and externally by the *Service Manager*.

The *Contractor* ensures that all environmental authorization obligations, applicable legislative requirements and Employer's specific requirements are fulfilled. This includes all national, provincial and local environmental legislation and requirements.

The *Contractor* issues on a monthly basis, Environmental Management Performance and Expenditure Reports to the *Service Manager*.

The *Contractor* conducts their environmental management based on the ISO 14001 requirements and implement their environmental management practices accordingly.

The *Contractor* develops and implements as a minimum the following procedures:

- Environmental Management Plan,
- Waste Management Work Instruction,
- Spill Management Procedure,
- Hazardous Chemical Substances Management and Storage Procedure,
- Stockpile and Erosion Management Procedure,
- Clear-and-Grub Procedure,
- Environmental Rehabilitation Procedure.

All environmental procedures, as listed above, are site-specific and submitted to the Employer for acceptance by the *Service Manager* before the commencement of construction activities. The Employer provides a copy of the environmental authorisation and Environmental Management Plan to the *Contractor* for the drafting of the above procedures.

The *Contractor* shall comply with the environmental criteria and constraints stated in the following: -

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to Eskom Environmental Legal and other Requirements procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017-7495536/9200.

### 3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with QM 58. The Quality Control document is to be submitted for approval to Tutuka within three (3) days after order placement by the *Contractor*.

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

- QCP and contract quality plan standards as per QM 58 to be adhered to
- GGG 1099 - The guideline provides Fossil and Peaking Power Stations with information necessary to establish the classification of all plant systems, equipment, components and activities.
- The *Contractor* must provide Quality Control Plan documents for approval by Eskom *Service Manager* performing any activity.

#### 3.3.4 General

The *Contractor* complies with the Eskom Quality Requirements Standards as follows:

- The *Contractor* and all SubContractors comply with the *Employer's* quality requirements including those listed in the *Employer's* specification document, Supplier Quality Management (240-105658000) also referred to as QM58.
- The *Contractor* uses the Quality Management System (QMS) for all phases of the project. The *Contractor* provides evidence of a fully implemented QMS within his own organisation. The *Employer* may, at his sole discretion, carry out an audit on the *Contractor* or SubContractor's QMS for acceptance.

#### 3.3.2 Quality Management Documents Requirements

- i. The *Contractor* conforms to the quality management requirements as per ISO 9001: 2015 and ISO 10005:2018 the Employer's Supplier Contract Quality Requirements Specification document (240-105658000). The *Contractor* submits documentation as stipulated in 240-105658000, which is:
  - Documents to be submitted during tender stage.
  - Documents to be submitted 30 days of Contract Date.
  - Documents to be submitted during execution of the contract.

- Documents to be submitted on Completion of the contract.
- i. compounded penalty amount for each day the matter remains opened until the response is received and accepted by the *Employer*.

### 3.3.3 Quality Reporting

- i. The *Contractor* submits a monthly quality management report on the last working day of each month. The report content includes but not limited to the following:
  - A register of NCRs, concessions, Defects and targeted completion dates for open items.
  - Updated QCP/ITP register.
  - Updated Risk Register.
  - QA monthly report summary.
  - Completed and outstanding inspections and associated schedules
  - Internal Audit findings reports if applicable.
  - Monthly Preservation Report, if applicable.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed.

- a) The *Contractor* submits an organogram for all personnel to the *Employer's Service Manager* showing people and their lines of authority/communication within a month of the contract date. The *Contractor* appoints personnel qualified and competent to carry out the works as specified herein.
- b) The *Contractor* shall ensure that only competent persons be allowed to work on the plant. The *Service Manager* is entitled to verify the qualifications of the *Contractor*.
- c) The *Contractor* must be knowledgeable about the conditions and scope of work contained in this contract and capable of executing the scope of work.
- d) The *Contractor* may not replace any of the key persons, without prior written request and approval thereof from the *Service Manager*.
- e) The *Contractor* remunerates his employees at not less than the proclaimed statutory wage (Minimum Wages Act). Failure in this regard will result in non-performance and therefore immediate termination of the contract.
- f) All staff required to perform the activities within the works information.
- g) All relevant personnel names and titles must be specified to the *Service Manager*.
- h) Only Trained and Skilled people that are qualified to perform work and are allowed.
- i) All new staff to be appointed in writing.
- j) All new staff to do induction training.
- k) All replacements of staff will be in the same discipline (e.g. Artisan or Technician for an Artisan or Technician with proof of qualifications and CV)
- l) In the case where one or more employees of the *Contractor* are requested to leave site for other reasons than Sick leave or Annual leave. The personnel must be replaced immediately with the same skill level, qualifications and experiences.
- m) All new staff to be approved by the *Service Manager* before entering the site or commencing work
- n) All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- o) When changing personnel a new access to work form to be completed by the *Contractor*
- p) Only required specified approved amount of personnel to be allowed on site, pre-arrange with *Service Manager*



#### 4.1.2 BBBEE and preferencing scheme

- a) As per clause Z3 within Contract Data.
- b) The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

#### 4.1.3 Procurement requirements

#### PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price	80%
BBBEE Status	20%
Designated commodity (Yes/No)	Yes

### 4.2 Subcontracting

#### 4.2.1 Preferred SubContractors

- c) N/A

#### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

- d) N/A

#### 4.2.3 Limitations on subcontracting

- e) N/A

#### 4.2.4 Attendance on SubContractors

- f) N/A

#### BBBEE and preferencing scheme

The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

#### Local Content and Production

This tender concerns a service that has material and commodities that are part of the designated sector as per regulation 13 of the Preferential Procurement Regulations, 2017 and Local Production and Content applicable as pre-qualification criteria. Therefore, only locally produced goods or services with a stipulated minimum threshold for Local Production and Content will be considered. Therefore, SBD 6.2 and supporting annexures WILL form part of tender returnable.

#### Skills Development (not weighted criteria)

Eskom intends to improve Skills Development by ensuring that technical support is directed towards enhancing supply capacity and capability within the industry or sector of operation. By doing this the capacity and competitiveness of the local supply base will be increased and the goals of shared growth, employment creation, poverty reduction and skills development will be achieved.

The gearbox manufacturer shall train at least 10 people (supplied by the purchaser) how to effectively refurbish the supplied gearboxes to ensure the highest quality is achieved. The training shall include

classroom training that shall focus on the basic design of the gearbox, the importance of adequate lubrication and maintaining good oil cleanliness and what methods can be applied during gearbox repairs to ensure good oil cleanliness is achieved. It is also required that attention be given to the importance of ensuring gear misalignment is prevented and what actions could result in gear misalignment. Practical training shall also be given to demonstrate how these gearboxes are refurbished and shall include a step-by-step work instruction with photos.

### **National Industrialisation Participation Programme**

NIPP is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilizing the instrument of government procurement. The NIPP programme is mandatory on all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding US\$5 million.

The programme is targeted at the South African and foreign industries, enterprises, and suppliers of goods and services to government / parastatals, where the imported content of such goods and services equals to or exceeds US\$5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans which, when implemented generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R & D and technology transfer.

Companies with a NIPP obligation are required to sign this obligation agreement with The Department of Trade, Industry and Competition (the dtic) before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the dtic and supplier. It defines the NIPP obligation value/s, requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes and the NIPP credit allocation criteria

**All tenders with an import content that is equal to or exceeds the threshold of US\$5 million, compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the dtic before signing the contract with Eskom.”**

### **Retention**

- a. Eskom shall be permitted to retain 2.5% (two and half percent) of the invoices (excluding VAT) as security for the fulfilment by the tenderers of their SD&L obligations.
- b. Once Eskom has verified that tenderers have fulfilled their SD & L obligations, the 2.5% retained shall be approved for reimbursement by Eskom to suppliers within 90 (ninety) days of verification by Eskom.

### **Reporting**

- a. The tenderers shall on a monthly /quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SD& L obligations described above.
- b. Eskom shall review the quarterly reports submitted by the tenderers within 60 (sixty) days of receipt of the reports and notify the tenderers in writing if their SD&L obligations have not been met.
- c. Upon notification by Eskom that the tenderers have not met their SD&L obligations, the tenderers shall be required to implement corrective measures to meet those SD&L obligations before the commencement of the following quarter, failing which retention clauses shall be invoked.
- d. Every contract shall be accompanied by the SD&L implementation schedule which must be completed by the tenderers and returned to SD&L representative for acceptance **before** contract award. This will be used as a reference document for monitoring, measuring, and reporting on the tenderer's progress in delivering on their stated SD&L commitments.

## **4.3 Plant and Materials**

### **4.3.1 Specifications**

- a) Hold and witness points must be attended and witness all intervention points as per approved QCP as per activity.
- b) The *Contractor* is responsible for the transportation of equipment and other material.
- c) The *Contractor* is not allowed to use any equipment, materials or spares for private usage or while on Eskom sites.
- d) Work and QC to be carried out according to all regulations and procedures of the *Employer*.
- e) Check sheets to be updated, signed and handed in to the *Employer's* Supervisor or *Service Manager*.

#### 4.3.2 Correction of defects

- f) All rework to be attended to within 24 hours and will be against the *Contractors* costs.

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

- a) Purchasing of spares, equipment or materials will go through the *Employer's* procurement process.
- b) The *Contractor* will supply his own consumables.

## 5 Working on the Affected Property

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

- a) Lifesaving rules must be adhered at all times.
- b) Access is limited and controlled by Plant Safety Regulations requirements.
- c) No employee will be allowed to access the plant or to work without access permit issued.
- d) All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- e) All personnel must attend induction before working on site and they must obtain gate permits via the *Service Manager and Employer's* Security Services.
- f) Unauthorised access to site is prohibited. The personnel are expected to be at their working site area at all times.
- g) No recruitment on site or at the main access gates.
- h) All activities to comply with the OHSACT regulations.

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

- Normal working hours is Eskom working hours  
Monday to Thursday 07:00 - 16:15  
Fridays 07:00 - 12:00  
Outage hours are 7am-7pm or as determined by Outage Programme.
- Other hours will be determined as per critical path activities during / breakdowns
- Overtime / Shift work on an as and when required basis but must be approved to the *Service Manager*.
- Daily time sheet must be kept up to date of normal time and overtime worked at all times. *Employer's Contractors* time sheets to be used.
- All overtime worked must comply with Eskom rest period requirements.
- All work to be performed will be on an as and when required basis as per *Service Manager* request and as per plant performance.

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

- a) Proto-team on each shift.
- b) Medical Station and relevant staff on Site.
- c) Each workshop has a first aid box available.

- d) Yearly induction for all personnel.
- e) In an emergency the contract supervisor and *Service Manager* must notified immediately

### **First aid centre**

The *Contractor* provides 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 are available.

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

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

## **5.4 Environmental controls, fauna & flora**

### **Environmental management**

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

### **Waste Management**

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

#### **Types and colours of bins used on site:**

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

### **Radiation protection**

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

### **Hazardous Substances**

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

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

### **Handling of waste produced by the *Contractor***

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

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

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

### **Waste from the cleaning and maintenance of equipment**

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

### **Stockpiling of waste**

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

### **Hazardous waste**

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

### **Pest Control**

Only approved herbicides with a low environmental risk shall be used for pest control.

Only registered pest controllers may apply herbicides on a commercial basis.

Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

### **Water Conservation**

Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.

Report / fix leaking taps and pipes to save water.

Use water sparingly.

Chemical substances shall not be disposed of in waste water or storm water drains.

### **Air Pollution**

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

Noxious and offensive odours arising from work activities shall be adequately controlled.

### **Ground Pollution**

Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.

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

## **5.5 Cooperating with and obtaining acceptance of others**

## **Interface with Others**

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

## **Planning**

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

## **Progress report**

A Report will be submitted to the *Service Manager* as and when requested.

## **Completion**

*Contractor* to submit a completion certificate after each task is complete.  
Final completion certificate of contract must be submitted at the end of Contract period.

## **Requirements for Completion.**

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

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

## **5.6 Records of Contractor's Equipment**

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

## **All equipment and appliances**

All equipment or appliances used by the *Contractor* conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any equipment or appliance that in the *Service Manager's* opinion does not conform to the foregoing. The *Contractor* only employs skilled persons, certified in terms of the relevant acts.

## **5.7 Equipment provided by the Employer**

- All rigging equipment over five tons to be provided by the *Employer* and to be used under Eskom's supervision.

## **5.8 Site Services and facilities**

### 5.8.1 Provided by the *Employer*

- The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only
- The *Employer* supplies portable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.
- *Employer* will provide facilities (such as toilets).
- Scaffolding where needed and must be planned 2 days upfront for non-emergent work.
- Working space / area
- Gas test and environmental certificate
- All *Employers* required training will be provided by the *Employer*.

### 5.8.2 Provided by the *Contractor*

- *Contractor* to provide own and ensure safe transportation services for all *Contractor's* Employees and it must comply with 32-93 and 33-345 procedures.
- Access permits [Refer to procedure: Access Control at Eskom premises (32-1134)]
- *Contractor* to provide own (coffee, sugar, milk, tea, etc.)
- All computers and printers accessories needed to be provided by the *Contractor* at own cost.
- All PPE to be provided by *Contractor* at own costs for all weather types and must be SABS approved and meet Eskom standards.
- Gloves and dusk masks will be supplied by the *Contractor* at own costs.
- Provide SABS approved Safety harnesses as per Eskom Safety requirements and must be inspected daily and logged.
- *Contractor* will provide a Method Statement to explain how the SOW will be executed, this must form part of the Tender Returnable.
- Provide a full detailed Technical Method Statement with regard to how the supply, removal and installation of BFPT condenser tubes at Tutuka Power Station will be done.
- The *Contractor* makes his own arrangements for accommodation and meals.
- The *Contractor* provides his own cell phone and the cost thereof.
- The *Contractor* will be responsible for all non-Eskom telephone calls, faxes and internet usages.
- *Contractor* to provide 2 x (380VAC 63 Amp) 50m extensions. Extensions must be COC certified.
- All lifting gear / equipment (such as slings, eyebolts, shackles, snatch block, ratchet level hoists, lifting blocks, chain blocks, turfers, and pull lifts and other equipment's required to perform the scope of work) up to five tons to be provided by the *Contractor*.
- *Contractor* to provide barricading for no-entry in works areas.

#### 5.8.2.1 Document Submission

- i. All contract documents must be submitted to the delegated *Employer's* Representative with transmittal note according to Plant Specific Technical Documents and Records Management Work Instruction (240-76992014). In order to portray a consistent image it is important that all documents used within the project follow the same standards of layout, style and formatting as described in the Work Instruction.
- ii. The *Contractor* is required to submit documents as electronic and hard copies and both copies must be delivered to the *Employer's* Representative with a transmittal note.

#### 5.8.2.3 Drawings Format and Layout

- i. The creation, issuing and control of all Engineering Drawings will be in accordance to the latest revision of 240-86973501 - Engineering drawing Standard.
- ii. Drawings issued will be a minimum of one hardcopy and an electronic copy in both pdf and DGN. format.
- iii. Drawings issued may not be "Right Protected" or encrypted.

#### 5.8.2.4 Plant and Material Supply

- i. The *Contractor* provides all tools and equipment for the handling of material and the proper execution of the *works*.
- ii. The *Contractor* takes reasonable care to ensure that equipment used does not cause damage to any existing infrastructure. In the event that such damages do occur to the surrounding infrastructures, the *Contractor* is responsible for repairing such damages and is liable for all costs associated with the repairs.
- iii. The *Contractor* is to supply, deliver, offload and temporarily store (as may be required) all materials needed to carry out the *works*.

#### 5.8.2.5 Storage Facilities

- i. The *Contractor* is to make his own arrangements with regard to storage facilities and laydown areas that are required to complete the *works*. All laydown areas on *Site* are as per agreement with the *Employer Representative*.
- ii. All storage facilities (Plant, Material and Equipment) will be within the boundaries of the *Site* in order not to affect the operations of *Others*.

#### 5.8.2.6 Method Statement

- i. This Method Statement clearly illustrates how the *Contractor* accounts for the risks of this project and is tailored to address the specified work objectives and requirements.
- ii. The Method Statement includes, as a minimum and where applicable, the following:
  - Constraints identified and considered by the *Contractor*.
  - Interfacing with *Others*; the *Contractor* illustrates an understanding of the work that is to be completed by *Others* and accommodates for the completion of such work in his methodology.
  - Shifts and hand overs for the various sections of the *works*, this information is to enable the *Employer* to integrate the programmes of the various *Contractors*.
  - Construction methodology and sequence of construction taking into consideration access restrictions and safety requirements.
  - Detailed risk assessment which lists risks specific to the *works* and is accompanied with associated proposed mitigations.
  - Inspection and quality control plan.
  - Health, safety and quality control for the activity.
  - All plant, equipment and machinery required to complete activity.
  - Plan for confining, collecting and disposing of waste materials as a result of removal operations, where applicable.
  - Works required to safeguard existing infrastructure and services.

#### 5.8.2.7 Handover

- i. Apart from any statutory data packages required, the *Contractor* also submits a data package of the relevant drawings, test certificates etc. to the *Employer Representative* for acceptance. These include, but are not limited to:
  - Approved ITP's, QCP's



- Method statements and specifications adhered to
- Risk assessments
- Inspection reports
- Notifications
- All statutory test results and certificates
- Non-conformance reports
- Calculations for any temporary works that may be required for the safe execution of the works

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

- a) All necessary and relevant PPE must be used at all time when entering or working on plant.
- b) Work Permit Risk Assessment forms must be completed before commencing with any task.
- c) All relevant procedures to be used at all times.

## 5.10 Hook ups to existing works

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

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- The *Employer* reserves the right to terminate the contract, once 3 non-conformances / Performance Improvement Report (PIR / NCR) are raised against the *Contractor*.
- The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- The *Contractor* must submit Curriculum Vitae's of its entire staff prior to work commencing on site.
- The *Contractor* must submit valid, certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- Eskom carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by Eskom.
- All known *Services* will be brought to the attention of the *Contractor* by the *Service Manager*. Should the *Contractor* encounter any other *Services* in the work area, the *Contractor* will immediately bring it to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- The contract will strictly be in accordance with the NEC TSC3. Early warnings, compensation events etc. are to be notified to the delegated personnel such as *Service Manager*.

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

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

- *Contractor* to provide all necessary skilled personnel to execute scope of work.

## 5.11 Tests and inspections

### 5.11.1 Description of tests and inspections

- Quality Control check sheets to be done between *Contractor* and *Employer*.

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

- QC check sheets

### 5.11.3 Warranty on Load tests

- Load Test Certificates to be handed in with statutory PM and to be done as scheduled.

## 7 Annexure A

### 7.1 Low Service Table

ITEM	DESCRIPTION OF TASK	QUALITY OF PERFORMANCE	REASON FOR DAMAGES	DAMAGES TO BE IMPLEMENTED
Time management	Late arrival to work / reporting late for duty (Start time is 7am)	When arriving after 7am, but before 8am without valid excuse  When arriving after 8am without valid excuse.  16H15 without permission from <i>Service Manager</i> in writing	Cost	Per Individual per Incident: 1% of monthly fixed cost per relevant Individual rates  2% of monthly fixed cost per relevant Individual rates  3% of monthly fixed cost per relevant Individual rates
Schedules not met	Incomplete milestones as per programme / plan, without reporting delays or concerns on this regard	Per Day – Maximum after 2 incidents per month	Delay in Programme	0,5% of monthly fixed price (For every two incidents per month)
SHEQ violation	Violation from the same individual	Violation from the same individual	Safety	First offence Disciplinary action; Second offence within same financial year (01 April – 31 March) to be dismissal (and replacement of skill by <i>Contractor</i> ).
Not reporting unfinished activities	Work not completed during day and left site without reporting to <i>Employer</i>	Per incident	Quality and Production	2 % of Assessment value
Rework	Failure on same component as per time frame on contract (90 days)	Per incident	Poor quality	2.5% of Assessment value

Project durations	Exceeding work durations as submitted in workbook without notifying <i>Service Manager</i> and receiving approval	Per activity	Production and Cost	1% of Assessment value
QCP	Failure to provide completed and approved QCP on work done	Per incident	Poor workmanship	1% of Assessment value
No Supervision	No supervisor on site to execute supervisory work	Per incident	Poor Management	2.5% of Assessment value

## 7.2 Annexure B – Risks Register

### Risk Register

Description of the risk		Action to avoid or reduce the risk
Risk event	Cause & possible outcome	Action to be taken and who in terms of the contract is responsible for taking it
Failure to respond within 60minutes	Travelling from far – further spread of contaminants into the environment	The supplier shall provide vehicles that are appropriate and meet the required performance standards for road use
Failure to correctly identify the hazards associated with the spillage	Lack of training – safety risk to human health and property	Service provider to provide appropriate training to hazmat first responder
Failure to provide necessary equipment and consumables	Necessary equipment not readily available – failure to effectively contain and cleanup the spillage	Service provider to always have the necessary equipment and consumables at their disposal
Delayed access to Eskom premises	Gate access and induction not arranged timeously – further spread of contaminant into the environment.	Eskom to ensure that all supplier access requirements are promptly catered for.