



## NEC3 Term Service Contract (TSC3)

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

and  
(Reg No. \_\_\_\_\_ )

for **Disposal of Bentonite at the Kendal Ash Disposal Facility  
extension Project**

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**Enquiry Number: . E2631GCDKEN**

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## **PART C1: AGREEMENTS & CONTRACT DATA**

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[to be inserted from Returnable Documents at award stage]	

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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:

**The Disposal of Sodium Bentonite (Loading and Offloading) For Kendal Ash Disposal Facility Project.**

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	<b>R</b>
	Sub total	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>
	(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		

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 ..... Name & signature of witness ..... Date .....	..... ..... ..... ..... ..... .....
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## C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<b>A: Priced contract with price list</b> <b>W1:Dispute resolution procedure</b> <b>X2: Changes in the law</b> <b>X17: Low Service Damages</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>011 800 8000</b>
	Fax No.	<b>N/A</b>
10.1	The <i>Service Manager</i> is (name):	<b>TBC upon contract award</b>
	Address	<b>Kendal Power Station Kendal Balmoral Turn off N12 1 Kendal Road Ogies 2230</b>
	Tel	<b>TBC</b>
	Fax	<b>N/A</b>
	e-mail	<b>TBC upon Contract award</b>
11.2(2)	The Affected Property is	<b>Kendal Power Station Ash Disposal Facility</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)

### Mogolo Building Section

11.2(13)	The <i>service</i> is	<b>The Disposal of Sodium Bentonite (Loading and Offloading) For Kendal Ash Disposal Facility Project.</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• <b>Incorrect classification of bentonite waste.</b></li> <li>• <b>Disposal at non-licensed or unsuitable facility</b></li> <li>• <b>Regulatory non-compliance (NEM: WA, permits, manifests).</b></li> <li>• <b>Spillage or dust during handling and transport</b></li> <li>• <b>Reputational risk due to environmental incidents</b></li> <li>• <b>Record Keeping – Audit trail</b></li> <li>• <b>Inadequate Rehabilitation</b></li> <li>• <b>Vehicle Accidents</b></li> <li>• <b>Transporter registration validity</b></li> </ul>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 Working Days</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>One (1) week of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>8 June 2026 or Sooner</b>
30.1	The <i>service period</i> is	<b>3 Months</b>
<b>4</b>	<b>Testing and defects</b>	<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</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 20<sup>th</sup> and 25<sup>th</sup> day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 Days after invoicing.</b>
51.4	The <i>interest rate</i> is	<b>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</b>

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.

<b>6</b>	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	None
<b>9</b>	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	First week of every month.
<b>11</b>	<b>Data for Option W1</b>	
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).

W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>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.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	

## 12 Data for secondary Option clauses

<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>X17</b>	<b>Low service damages</b>	
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<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>• <b>the total of the Prices at the Contract Date and</b></li> <li>• <b>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</b></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>3 months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 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 subcontractors abide by the undertakings in this clause.

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

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

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

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

- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

## **Z8 Notifying compensation events**

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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.

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## **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,

<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	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:

<b>Insurance cover</b>	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 <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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

**Nuclear Liability**

**Z13**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z14 Asbestos**

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard’s requirements

for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

<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.

## C1.2 Contract Data

### Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>the document called 'Price List' in Part 2 of this contract</b>
11.2(19)	The tendered total of the Prices is	<b>R</b>

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

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.

## C2.2 the *price list*

Item Description	No of Resources	QNTY	RATE	AMOUNT
<b>Preliminary and General</b>				
<b><u>Fixed Related P&amp;Gs</u></b>				
Site Establishment				
De-Establishment				
Provision for Bentonite testing for classification				
<b><u>SHE Requirements</u></b>				
Safety File				
Medicals				
Police Clearance (HURU)				
PPE				
Spill Kits				
Disposal Completion Report				
<b><u>Time Related</u></b>				
Safety and Environmental Personnel				
Supervision				
Flagmen x 3				
General Workers x 12				
Site Bakkies x 2				
Project Management				
<b><u>Loading and Transporting of Bentonite</u></b>				
TLB/Forklift (including operator and fuel) x 3				
Loading of bentonite into bags (bags and shovels)				
32 ton truck x 3				
<b><u>Disposal of Bentonite</u></b>				
Landfill disposal				
<b><u>TOTAL</u></b>				R -



## **C3.1: EMPLOYER’S SERVICE INFORMATION**

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Abbreviation.....	Page 25
Roles and Responsibilities.....	Page 25
Scope of Works.....	Page 26

## Introduction

Bentonite was originally procured by Kendal Power Station for use as a liner material in the Ash Disposal Facility construction project. However, during the environmental authorisation process, the regulatory authorities rejected the proposed use of Bentonite due to its high calcium content, which raised concerns about potential leachate contamination of groundwater, given that the Mpumalanga region is characterised by a high-water table.

Following this decision, the project was instructed to utilise natural clay as the approved liner material. Subsequently, an initiative was undertaken to identify alternative Eskom sites that could potentially reuse the Bentonite.

During an internal environmental audit conducted in September 2024, several bags of Bentonite were found to be expired and in deteriorated condition, resulting in a non-conformance finding. As the material is no longer suitable for operational use, it now requires proper disposal in order to prevent potential environmental contamination and to maintain compliance with applicable environmental management and waste handling legislation. This finding remains open and pending closure.

## Supporting Clauses

### Scope

### Purpose

The purpose of this scope of work is to ensure that the expired Bentonite is safely handled, transported, and disposed of in accordance with:

- Eskom's Waste Management Standard 32-245
- The Construction and Operational Environmental Management Program (EMP) for Kendal Power Station; and
- The Waste Classification and Management Regulations (GN R. 634, R. 635, and R. 636 of 2013).

### Applicability

This document shall apply Gx Coal 1 Kendal Project.

## Effective date

The document shall be effective on the date of authorisation.

## Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

### Normative

ISO 14001 Environmental Management System

ISO 19011:2018 Guidelines for auditing management

Group Capital Coal Clean Technology Projects Environmental System Manual 559-1479967453

Group Capital CCT Environmental Performance Monitoring, Measurement, Analysis and Evaluation  
559-536593847

GC Safety, Health, Environment and Quality Audit Management Standard 39-33

Eskom Waste Management Standard 32-245

### Informative

[1] National Environmental Management Act (NEMA) 107 of 1998

[2] National Environmental Management: Waste Act (NEMWA) 59 of 2008

[3] Waste Classification and Management Regulations: GNR 634, 23 August 2013

[4] National Road Traffic Act 93 of 1996

## Definitions

Definition	Explanation
<b>Compliance</b>	Adhering or satisfying the requirements as expressed in any applicable legislation, Act, regulation, governance documents and other requirements adopted by the organisation.
<b>Waste</b>	Any substance, material, or object that is unwanted, rejected, abandoned, discarded, or disposed of, or that is intended or required to be discarded or disposed of, by the holder of that substance, material, or object, whether or not such substance, material, or object can be reused, recycled, or recovered, and includes all wastes as defined in Schedule 3 to the Act (NEMWA, 2014);
<b>Waste generator</b>	means any person whose actions, production processes, or activities, including waste management activities, result in generation of waste.
<b>Waste manager</b>	Means any person who reuses, recycles, recovers, treats, or disposes of waste.
<b>Waste transporter</b>	Means any person who conveys or transfers waste between the waste generator and a waste management facility, or between waste management facilities.

Definition	Explanation
<b>Waste manifest system</b>	Means a system of control documentation, which accompanies a load of hazardous waste transported from the point of generation to the waste management facility.

### Abbreviations

Abbreviation	Explanation
<b>ECO</b>	Environmental Control Officer
<b>EMP</b>	Environmental Management Program
<b>SANS</b>	South African National Standard

### Roles and Responsibilities

#### Kendal Project team

#### Project Overview

- Kendal Gx Coal 1 intends to dispose the surplus Bentonite and clean up the area where Bentonite is stored.

For environmental compliance, the stored Bentonite is packaged in 40kg bags per pallet that are placed at the Kendal Gx Coal 1 offices, 180 pallets placed at Kendal Power Station Ash Disposal Facility stockpile area, ±250 pallets placed at Kendal Power Station Electro-Heat laydown area next to cooling tower number 6 and ±50 pallets placed at Kendal Power Station next to Mogolo building.

The supplier will have to procure packaging bags and provide a lifting equipment to load packaged material for transportation.

- The scope is for the packaging and transportation of the pallets of bentonite to an approved waste disposal site and cleaning-up all the areas.
- Provide a scope of work with all the legal requirements to ensure the contractor comply with Eskom Requirements.
- Appoint the contractor and facilitate the removal process.
- Review and verify waste manifest, transportation and landfill certificates and ensure all is to transport and accept the waste.

#### Contractor

- Comply with legal obligations and other requirements applicable to the disposal of the waste.
- Provide a risk assessment and method statement for approval before commencement with activities.
- SHE File to be submitted by the Contractor.
- Provide removal schedule.

## Process for Monitoring

- Monitoring of this scope of work will be done through Inspections by the Environmental Officer and site Environmental control Officer.

## Related/Supporting Documents

N/A

## Scope of work

### Removal of Bentonite from Kendal Ash Disposal Facility extension Project

## Identification and Quantification

The contractor shall conduct a site inspection to:

- Ensure that the correct removal mechanism will be used as all bags are not usable. They need to quantify plastic bags/skips that they will use to remove it from site.

## Classification and Verification

- Confirm the classification of the Bentonite in accordance with SANS 10234 and GN R.634 to verify its waste type (Hazardous or General Waste) by taking samples which should be tested at any landfill site.
- Review the Material Safety Data Sheet (MSDS) and determine if any additives or exposure have altered its properties.
- Document the classification outcome in a short Waste Classification Summary Report.

## Handling and Packaging

- Ensure all personnel involved in handling wear appropriate PPE (safety boots, gloves, dust masks, and coveralls).
- Carefully re-bag or overpack any torn or leaking Bentonite bags using heavy-duty plastic liners or sealed containers.
- Prevent the spread of dust during handling.
- Prevent any contact of material with soil or stormwater systems during removal.

## Transportation

- Engage a licensed waste transporter.
- Ensure transport vehicles are roadworthy, covered, and equipped to prevent spillage.
- Maintain a complete Waste Manifest System (WMS) from point of loading to final disposal.
- The transporter must comply with the National Road Traffic Act (Act 93 of 1996) and any other applicable regulations.

## **Disposal**

- Dispose of the expired Bentonite at a licensed waste landfill site approved by the Department of Forestry, Fisheries and the Environment (DFFE) and Eskom Environmental Management.
- Obtain all weighbridge tickets, disposal certificates, and any acceptance documentation from the receiving facility.

## **Site Clean Up and Housekeeping**

- After removal, clean the storage area to remove any residual Bentonite or contaminated soil.
- Ensure the site is left in a neat, safe and orderly condition, free of visible residues.

## **Record keeping and Reporting**

- Compile a Disposal Completion Report that includes:
  - Waste inventory and classification results;
  - Photographic evidence (before, during, and after disposal);
  - Waste Manifest copies;
  - Disposal facility certificates and weighbridge tickets; and
  - Submit the report to the Environmental Officer (EO) and for record and close-out.

## **Environmental and Safety Controls**

- Ensure spill kits are available at the work area and during transport.
- In the event of a spill, immediately contain and clean the material, and report the incident to the Environmental Officer (EO).
- Ensure no waste enters nearby stormwater drains, wetlands, or natural watercourses.
- Conduct a toolbox talk with the team before commencement to reinforce safe and compliant waste handling practices.

## **Resources required for this service**

Contractor to use adequate resources (which includes skips to contain the bags from site, equipment to load the bags/skips onto a truck, vehicle for transportation of the bags off site to a landfill etc. to complete the work within the agreed time schedule.

## **Timelines for the removal of Bentonite**

The disposal activity shall be completed within a month from contract award.

## **Deliverables**

- Waste Classification Summary Report
- Waste Manifest and Transporter License

- Disposal Facility Certificate
- Photographic Evidence (Before–During–After)
- Disposal Completion Report

### **Use of standard forms**

The Contractor is advised to download Engineering Construction Term Services Contract (TSC) and its templates to understand the terms and conditions of contract and use of templates. Correspondence will be discussed with the successful tender on a kick-off meeting.

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

The Contractor will provide the Employer and the Service Manager with an organogram showing the key people and the roles and responsibilities

The organogram provided must show clear reporting lines between individuals, including from Subcontractors and joint ventures (if any). This should be done through a clear communication plan submitted to the Employer and the Service Manager by the Contractor.

### **Provision of bonds and guarantees**

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

### **Documentation control**

All documents and records must be managed according to Technical Document and Record Management Work Instruction (240-76992014), Reporting and Data Requirements Specification for Contractors (240-83561037) and all other Engineering standards referenced in this Service Information. Any uncertainty regarding all specified documents should be clarified with the Service Manager and clarification updates should be reflected in clarification meeting minutes. The language of all documentation shall be in English.

### **Invoicing and payment**

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

The Contractor shall address the tax invoice to  
Eskom Holding SOC Ltd  
Kendal Power Station  
Private Bag x7272  
Witbank  
1035

and include on each invoice the following information:

The words "TAX INVOICE" at the top of the invoice  
Name and address of the *Contractor* and the *Service Manager*.  
Name and address of the *Employer*  
The contract number and title;  
The purchase order number  
Invoice date  
Invoice number  
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;

Banking details as per Eskom's vendor database

The Contractor shall send the invoices for payment to: InvoicesgrpcapitalOTH@eskom.co.za and copy the following Finance personnel: SibisiSI@eskom.co.za, MogobaLS@eskom.co.za , and KhabinAB@eskom.co.za

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

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#### **Training workshops and technology transfer**

N/A

#### **Design and supply of Equipment**

N/A

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

Detailed in the *Service information*, clarity to be provided at the kick-off meeting.

#### **Management of work done by Task Order**

Detailed in each task order issued by the *Service Manager*.

### **PROGRAMME AND PLANNING**

#### **GENERAL**

The Contractor submits a single integrated programme that incorporates the programmes of all of his sub-contractors. The interface points between his different sub-contractors as well as the interface points between the individual sub-contractors, Client and the Contractor are to be clearly identified.

#### **DETAILS OF THE EMPLOYER AND OTHERS WHO WILL BE OCCUPYING THE WORKING AREAS AT THE SAME TIME**

Other Contractors are working in the same area as the work of this contract. In this regard, the Contractor co-ordinates his work with the *Service Manager* to maintain harmonious working conditions on Site.

During the progress of the works the Contractor provides access to Others who also execute work in the same area, on an as and when required basis.

The Contractor makes his own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with Others (this includes access difficulties experienced during construction or commissioning or hand-over phase).

No extra payment or claim of any kind on account of providing reasonable access is allowed.

#### **COMPUTERISED PLANNING AND REPORTING**

The *Service Manager* does not intend duplicating the Contractor's programming and planning, however, portions or high-level extractions of the Accepted Programme may be used in the Employer's internal master project programme for control purposes.

The Contractor submits updated computer files weekly, or at any other time as required by the Contractor or as instructed by the *Service Manager*.

The updated computer file shows the logic and all filters and layouts used in the programme. Primavera P6 has been adopted by the Employer for all planning, progress monitoring and reporting on the Kendal Power Station continuous Ash Disposal Extension Facility Project.

The Contractor obtains this software and applies it for the planning and control of the works in line with the accepted Work Breakdown Structure.

## Health and Safety Risk Management

### General

In carrying out its obligations to the Employer in terms of this contract, which obligations include, amongst others, providing the works; using Plant, Materials and Equipment; and whilst at the site for any reason, the Contractor is the "Employer" in terms of the Occupational Health and Safety Act, No. 85 of 1993, in respect of its activities and in relation to its employees, agents, Subcontractor/s and mandatories.

The Contractor does not consider itself under the supervision or management of the Employer with regard to compliance with the Safety Health and Environmental requirements.

Furthermore, the Contractor does not consider himself to be a subordinate or under the supervision of the Project Manager in respect of these matters. The Contractor is responsible for the supervision of its employees, agents, Subcontractors and mandatories and takes full responsibility and accountability for ensuring that they are competent, aware of the Safety Health and Environmental requirements, whilst executing the works in accordance with the Safety Health and Environmental requirements.

The Contractor ensures compliance with, amongst others:

- a) The provisions of the Occupational Health and Safety Act, No. 85 of 1993 and all applicable regulations (as amended), binding in terms thereof;
- a) The latest versions of standards, procedures, specifications, rules, systems of work and requirements of the Employer, copies of which will be provided to the Contractor on request. Refer to Section **Error! Reference source not found.**
- b) The Health, Safety and Environmental Plan inclusive of a Traffic Management Plan prepared by the Contractor in accordance with the Employer's Safety Health and Environmental

The Contractor shall prepare an environmental management plan and method statements relating to the activities that will be carried out.

The provisions of the National Environmental Management Act (as amended) and all regulations in force from time to time in terms of that Act, including Record of Decisions/ Environmental Authorisation.

The documentation referred to in paragraphs 2.3.1 (4) is collectively referred to as the Safety Health and Environmental requirements and forms a part of the contract Works Information.

The Contractor ensures that its employees, agents, Subcontractors and mandatories comply with the provisions of the Occupational Health and Safety Act, No. 85 of 1993, and all applicable regulations binding in terms thereof as well as the Employer's Safety Health and Environmental Specification whilst making use of plant, materials and equipment and whilst at the Site for any reason whatsoever.

The Contractor implements a comprehensive health, safety and environmental management system, based on the OHSAS 18001 and ISO 14001 requirements for utilisation at the project.

The Contractor appoints a person, qualified and competent in accordance with the safety health and environmental requirements, as the liaison with the Employer's Project Safety, Health and Environmental Manager or delegated person for all such matters as pertaining related to safety, health and the environment. The Contractor shall ensure that such a person is contactable 24 hours a day, and is registered with a registered professional council approved by the Principal Director of the Department of Labour, as per the requirements of the latest Construction Regulations, inclusive of all exemptions and amendments pertaining thereto.

The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expenses that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Subcontractors and mandatories to comply with their obligations, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, Subcontractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the Occupational Health and Safety Act, No. 85 of 1993.

*Manager* a rehabilitation plan and schedule at least 2 weeks before finalisation of the *works* for approval by the *Project Manager*. All rehabilitation costs are the responsibility of the *Contractor*.

## QUALITY ASSURANCE REQUIREMENTS

- a) The *Contractor* shall ensure that Quality Assurance is performed at all levels and phases of work carried out for the *Employer*.
- b) The *Contractor* shall use processes to ensure that quality is built into their products/services i.e. its business processes are organized such that quality is built into the process of producing goods and rendering services. The *Contractor* shall work according to processes.
- c) The *Contractor* shall ensure that it can be relied on to deliver quality goods and services without the need for the *Employer* to have to inspect all the time.
- d) The *Contractor* shall keep the Quality Table of Payments (Quality Payment Schedule) updated with progressive *Employer* sign-off (as the work is done and payments applications are submitted). This means that as the *Contractor* completes an activity and has the related ITP/QCP signed by the *Employer*, the *Contractor* shall bring the Quality Table of Payments to the *Employer's* Quality representative to sign off for that activity. The updated Quality Table of Payments shall accompany all payment applications (proforma invoices). The *Contractor* shall attach the signed (or partially signed if applicable) ITPs/QCPs to the payment application. Payment will only be made if the ITPs/QCPs are signed by the *Employer*.
- e) When NCRs and Defects notifications are issued, the *Contractor* shall acknowledge receipt within (7) working days and include the Root cause(s), Correction(s) and Corrective action(s) and proposed implementation dates to the *Employer* as per the contract response period.
- f) The corrective actions will include the implementation and completion dates. Progress on all NCRs and Defect notifications issued to the *Contractor* must be reported to the *Employer* on weekly basis. The *Contractor's* quality manager keeps a register of all NCRs and Defect notifications issued.
- g) Deviations from the Contract are treated as a non-conformance.
- h) The *Contractor* is accountable for the quality of the output and liable for any failures.
- i) The interventions points include all witness, hold, verification, surveillances and review points required by the *Employer*. The *Contractor's* failure to allow the intervention points will constitute a non-conformance. The *Employer* has the right to approve or reject intervention points and may add or remove these points as desired.
- j) The *Contractor* shall only be paid subject to meeting and *Employer* approval of all quality requirements and three copies of the data books accepted by the *Employer*.

## QUALITY REPORTING

1) The *Contractor* shall submit a monthly quality report, on the last working day of the month. The report includes but not limited to the following:

- a) A register of NCRs and defects
- b) Updated QCP / ITP register
- c) QA monthly report summary
- d) Planned and completed inspection

## GENERAL QUALITY REQUIREMENTS

- a. The *Contractor* shall comply with all requirements specified in section 6 of the Supplier Quality Management Specification.

- b. All documents shall be approved by the Employer. If the Employer is dissatisfied with a document then it is the Contractors responsibility to ensure that the Employers requirements are met.
- c. All planning Quality Assurance and Quality Control documents shall be submitted for approval by the Employer within 30 days of contract award.
- d. The Contractor shall make use of qualified and experienced Quality Controllers to ensure that products/services are of a high quality prior to inspection by the Employers quality representative(s).
- e. The Contractor shall ensure that all defects and NCRs are addressed correctly and timeously.
- f. Defects and NCRs shall be closed within a time frame or period specified or accepted by the Employer.

## C4: Site Information

Kendal Power Station (Kendal) is a 4 116 MW installed capacity base load coal fired power station, consisting of 6 units. Eskom commenced construction of Kendal in 1982, which was completed in 1993. The ash disposal facility is approximately 2km south-west of the Kendal Power Station terrace, and to the west of the R686.

### **C4.1: Information about the *site* at time of tender which may affect the work in this contract.**

#### **1. Access limitations**

Access to the site is controlled and it is governed by the terms and conditions lay down by Kendal Power Station security officials. The proposed site will be shown to the *Contractor* during the site meeting or clarification meeting by the *Employer*.

The *Contractor* liaises with the GCD SHE Practitioner/Officers for SHE Induction prior work to commence. During Safety Induction, site access permits with a copy of the medical and a certified ID copy/passport (not older than three months) should be handed to the GCD SHE Practitioner/Officer for approval.

The *Contractor* employees will take the signed site access documents to security reception official in order to finalize their site access.

The *Contractor* ensures that all its employees carry their site access forms with them all the time. The *Contractor* is subjected to alcohol testing on a daily basis.

The *Contractor* submits his application for vehicle permit to the *Employer's representative*. The personnel and vehicles entering and leaving the site are subjected to routine searches.

The *Contractor* obtains a "Gate Removal Permit" from the *Employer's representative* before materials and equipment can be removed from site. The "Gate Removal permit" gives itemised list of materials and equipment to be removed from site.

The *Contractor* ensures that a tool list is available on the day of arrival and that all tools are captured on the tool list. The tool list will be handed over to the Reception Security official that will stamp the tool list. The tool list will be kept safe and will be used when tools need to be removed from site. This message should be handed over to any Subcontractor that will be working on Kendal Power Station. The maintenance works is visible, and the Contractor will have to get access from the Employer before executing any works.

#### **2. Hidden and other services within the site**

N/A