



NEC3 Term Service Contract (TSC3)

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

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

for Operating Commissioning Resources during the
Outages/ as and when required basis

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Enquiry No. MPMAJ10587GX

PART C1: AGREEMENTS & CONTRACT DATA

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[to be inserted from Returnable Documents at award stage]	

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:

Operating Commissioning Resources during the Outages/ as and when required basis

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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)

(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	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	[•]
11.2(13)	The <i>service</i> is	[•]
11.2(14)	The following matters will be included in the Risk Register	[•]
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	[•] weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[•] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is	[•]
4	Testing and defects	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	Payment	
50.1	The <i>assessment interval</i> is	between the [•] day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	[•] weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall 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</p>

		such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [●] 2. [●] 3. [●]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	[●]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	[●]
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to	

	or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .	
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..	
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
10	Data for main Option clause		
A	Priced contract with price list		
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	[•] weeks.	
C	Target contract with price list		
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	[•] weeks.	
50.6	The <i>exchange rates</i> are those published in	[•] on [•] (date)	
53.1	The <i>Contractor's</i> share percentages and the share ranges are	<i>share range</i> less than [•] % from [•]% to [•]% from [•]% to [•]% greater than [•]%	<i>Contractor's share %-age</i> [•]% [•]% [•]% [•]%
53.3	The <i>Contractor's</i> share is assessed on (dates)	[•]	
E	Cost reimbursable contract		
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	weeks /months	
	The <i>exchange rates</i> are those published in	[•] on [•] (date)	
11	Data for Option W1		
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration	

		Foundation of Southern Africa (AFSA).		
	Address	[•]		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	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	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- 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			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		90%	Labour	
		10%	non-adjustable	
		100%		
X2	Changes in the law		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X3	Multiple currencies			
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
		[•]		
		[•]		

[illegible]

Z	The <i>additional conditions of contract</i> are
	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters

the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the

Employer's procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

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

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

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z 11.1** A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2** The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.
- Z 11.3** If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4** 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	The replacement cost where not covered by the

Equipment	<p><i>Employer's insurance.</i></p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> 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	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Nuclear Material Damage Terrorism	Per the insurance policy document
--------------------------------------	-----------------------------------

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 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.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing,

Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	<i>The direct fee percentage is</i> <i>The subcontracted fee percentage is</i>	<i>%</i> <i>%</i>
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Responsibilities:

Qualifications:

Experience:

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

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

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item No	Description	Equivalent Eskom Grading	<u>UoM</u>	<u>Qty</u>	<u>Monthly rate</u>	<u>N/T hrs</u>	<u>Amount</u>
1.	Labour Rates Normal Time						
1.1	Unit Controller	T10	Hourly rate	3		2200	
1.2	Snr Plant Operator	T07	Hourly rate	4		5160	
1.3	Appointed Person(AP)	T09	Hourly rate	2		5160	
1.4	Appointed Operator(AO)	T09	Hourly rate	2		5160	
2.	Labour Overtime @ 1.5						
2.1	Unit Controller	T10	Hourly rate	3			
2.2	Snr Plant Operator	T07	Hourly rate	4			
2.3	Appointed Person(AP)	T09	Hourly rate	2			
2.4	Appointed Operator(AO)	T09	Hourly rate	2			

Item No	Description	Equivalent Eskom Grading	<u>UoM</u>	<u>Qty</u>	<u>Monthly rate</u>	<u>N/T hrs</u>	<u>Amount</u>
3.	Labour Overtime @ 2						
3.1	Unit Controller	T10	Hourly rate	3			
3.2	Snr Plant Operator	T07	Hourly rate	4			
3.3	Appointed Person(AP)	T09	Hourly rate	2			
3.4	Appointed Operator(AO)	T09	Hourly rate	2			
	<u>Description</u>	<u>UoM</u>	<u>Qty</u>	<u>Months</u>	<u>Rate</u>	<u>Amount</u>	
4.	Preliminaries and General						
4.1.	Site Establishment (park home incl furniture etc)	Once off	1	1			
4.2.	De-Establishment	Once off	1	1			
4.3.	Medicals	Per outage	11	26			
4.4.	Medicals exit	Once off	11	1			
4.5.	PPE	Per outage	11	26			
4.6.	Consumables - Housekeeping/stationery/pc etc	Monthly	11	26			
5	Transport	<u>UoM</u>	<u>Nr</u>	<u>Rate</u>	<u>Days</u>	<u>Amount</u>	
5.1	14-Seater 9000km	Daily rate/person	11		889		
5.2	Overtime	Daily rate/person					

PART 3: SCOPE OF WORK

Document reference	Provision of Commissioning services at MajubaPower Station.
	This cover page
C3.1	<i>Employer's</i> Service Information
C3.2	<i>Contractor's</i> Service Information

C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

1.1 Executive overview

- Provision of commissioning services at Majuba PowerStation

The High Level Activities

- Various plant Commissioning during Outages.
- Various plant Commissioning during Opportunity Maintenance.
- Various plant Commissioning during breakdowns.

Detailed Scope of works (Below services will be as when is required)

1. Unit Controllers (PPC) X 3

A. Operate Plant under normal and emergency conditions:

- Starting up and shut down unit plant in accordance with relevant procedures, plant design parameters and safety concerns.
- Performing load changes in accordance with the production plan
- Conduct routine plant tests.
- Operating plant as per technical specifications
- Identifying deviation from standards
- Investigating same and recommend and/or implement corrective actions
- Maintaining an accurate chronological log of all operating, incidents, occurrence and other activities while on shift.
- Handing over plant as per procedure.
- Be an authorized boiler operator (FFFR)
- Be familiar with PSR (should have attended the class)

B. Monitor Unit Process:

- Monitoring plant status.
- Identifying changes in plant parameters and correct abnormalities.
- Reporting sustained abnormalities.
- Determining availability of standby plant.
- Issuing and revoking access as per LAR.

C. Maintain correct unit conditions during start up, controlled shutdown and normal operations:

- Operating plant as per technical specifications.
- Interpreting alarms.
- Analyzing computer logs and alarm printouts.

- Identifying deviation from standards.
- Investigating same and recommend and/or implement corrective actions.
- Recording all operational events and data in unit log book/computerized log.
 - Performing routine testing and operating of plant.
 - Handing over the plant as per procedure.

D. Control plant defects notifications:

- Recording and checking notifications for correctness.
- Driving completion of notification
- Determining degree of emergency.

E. Perform administrative activities by:

- Reporting abnormalities.
- Compiling a chronological log of all operations and activities.
- Accept plant status reports.
- Retrieving latest revision of procedures.

2. Unit Senior Plant Operators (SPO's) X 4

- Prepare plant for service in accordance with work instruction.
- Complete pre-start checks sheet on the plant before returning to service.
- Assist the AP with isolation / de-isolation on the plant as per standard procedure.
- Form part of the risk assessment and pre-job brief discussion.
- Witnessing plant operating condition while it is being placed into service or test running to detect any abnormalities.
- Complete all required documentation.
- Inspect / test run station/ plant / equipment after maintenance has been completed and prior to hand-over.
- Conduct risk assessment on critical operating activities.
- Mitigate the impact on person's safety and production outputs and environment.
- Check that the plant is operated within specified limits and at optimum efficiency by carrying out frequent monitoring checks, recording such data.
- Report non-conformances.
- Participation on all commissioning activities during Unit RTS from Outage opportunity
- Verification of plants health after before RTS
- Turbine forced cooling activities.
- Purging (Gassing up and de-gassing) generator.
- Perform any other legitimate activity as required.

3. Unit and Outside Plant Authorized Persons (AP's) X 2

- Perform switching, linking, safety testing and earthing as per the procedure.
- Isolate and de-isolate LV Plant as per standard procedures.
- Isolate and de-isolate HV Plant (Dead end feeders) as per standard procedures.
- Issue LV and HV Permits (PSR AND ORHVS)
- Perform Plant checks as an when required
- Make plant standby

- Plant test running.
- Be able to do and read risk assessment.
- Be familiar with outage permit to work and activities thereof.

4. EOD Authorized Operator (AO's) X 2

- Write Operating instruction before isolating the plant.
- Perform switching, linking, safety testing and earthing as per the procedure.
- Isolate plant de-isolate LV and HV Plant as per standard procedures
- Issue LV and HV Permits
- Perform Plant checks as an when required
- Make plant standby
- ORHVS Authorized up to 400KV

2. Standards, specifications and Guidelines

The *Contractor* complies with the following Eskom Standards/Specifications/Guidelines

NO	Description
Act no 85 of 1993	Occupation, Health and Safety
SERV/STD 01 Rev 01	Site Regulations of Majuba Power Station Safety, Health and Environmental Requirements to be met by Contractors
32-421	Life Saving Rules Directive
32-327	SHE Policy
BIA/RM/STD/01	Safety, Health and Environmental specifications to be met by Contractors
240- 105658000 (QM 58)	Supplier Quality Management Specification
36-681	Generation Plant Safety Regulations
	Operating Regulation For High Voltage System
240-100979499	Personal Protective Equipment for Work at Heights Specification
32-95	Environmental, Occupational Health and Safety Incident management procedure
32-136	<i>Contractor</i> Health and Safety Requirement
32-345	Vehicle Safety Specification
32-418	Working at Heights
MAINT/MMD103 75	Lifting and Rigging
240-44175132	Eskom Personal Protective Equipment (PPE)

It is the *Contractor's* responsibility to ensure that he obtains the latest copy of the above standards

3. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Description
BU	Business Unit
COID	Compensation for Occupational Injuries and Diseases
FAS	Fall Arrest System
PTW	Permit To Work
NEC	New Engineering Contract
PPE	Personal Protective Equipment
ORHVS	Operating Regulation for High Voltage System
FFFR	South African National Standards
SANAS	South African National Accreditation System
SETA	Skills Education Training Authorities
SOW	Scope of Work
RTS	Return To Service

NQF	National Qualification Framework
SHE	Safety, Health and Environment
PSR	Plant Safety Regulation

2 Management strategy and start up.

2.1 Flexibility with the start of outages

- 1 Movement to Outage or weekend Opportunities dates can take place due to the country's demand for electricity.

2.3 Management meetings

1. 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:
Contractors Safety Meeting	Monthly	Majuba Power Station, Specific conference room TBA	Services Manager and Contractor Contracts Manager
Assessment meetings	After completion of each task order	Majuba Power Station, Specific conference room TBA	Services Manager and Contractor Contracts Manager
Adhoc Meetings	As and when required by any Party	Majuba Power Station, Specific conference room TBA	Services Manager and Contractor Contracts Manager

2. Meetings of a specialist nature may be convened at times and locations to suit the Parties.
3. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.
4. All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting.
5. Such minutes or register shall not be used for 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.

2.6 Contractor's management, supervision and key people

2.6.1 Skills, Experience

Designation	Min Academic Qualification	Min Level of Experience	Patterson band level
Unit Controller	Grade12/N3 (Technical) + NQF 5 National Diploma in Power Plant Process Control Operations. Or	2years' experience/working as a Unit Controller.	T10

	NQF6 Occupational Certificate Fossil Power Plant Process Controller.		
Unit Senior Plant Operator (SPO)	Grade12/N3 (Technical) + NQF 4 – National Certificate in Fossil Power Plant Operation	2 years as Power Plant Operator.	T07
Unit & Outside plant – Appoint ed Person.	Grade12/N3 (Technical) + NQF 4 – National Certificate in Fossil Power Plant Operation	2 years as Power Plant Operator. Authorized to isolate and issue LV & HV PTW, Units and OPCR	T09
EOD- Appointe d Person	Grade12/N3 (Technical) + NQF 4 – National Certificate in Fossil Power Plant Operation	2 years as Power Plant Operator. Authorized to isolate and issue LV and HV PTW in terms of PSR and ORHVS for EOD.	T09

1. The *Service Provider* ensures that only competent persons be allowed to work on plant. The *Employer's* Service Manager is entitled to verify the qualifications of the *Contractor*.
2. The *Employer* may, having stated reasons, instruct the *Contractor* to remove a key person. The *Contractor* then arranges that, after one day, the key person has no further connection with the work included in this contract.
3. The *Contractor* may not replace any of the key persons, without prior written request and approval thereof from the *Employer*.

b. Police clearance

1. All *Contractor* personnel to undertake Police clearance
2. Certificates to be provided to the Service Manager at least 2 weeks before commencement of work
3. The Service Manager reserves the right to refuse entry to all persons whose criminal records indicate that their presence on site might create an unsafe and insecure environment to Majuba Power Station.
4. The following website can be used to guide the process.
http://www.saps.gov.za/services/applying_clearance_certificate.php

c. Supplier Development and Localisation Requirements

i. Recruitment

1. The *Contractor* recruits 100% of all new recruits, from Dr Pixley Ka Seme local municipality, using the recruitment strategy as agreed in the stakeholder forum (enquire from services manager on latest agreement).
2. In an event that new recruits are not from the defined Dr Pixley Ka Seme

municipality, the
Contractor needs to provide proof that the local municipality could not provide such individual.

3. The *Contractor* needs to update the *Employer* as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc
4. The *Contractor* submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

ii. Transporting of Staff

1. The *Contractor* use transportation sourced from the Dr Pixley Ka Seme local taxi association.
2. Contact details of the Chairpersons of the different associations will be provided by the Service Manager on request.

iii. Small, Micro, Medium Enterprises

The *Contractor* supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available

d. Management of work done by Task Order

1. Monthly Task orders will be issued to cater for all standard work done in preparation for the outage, these will be assessed monthly.
2. A Task Order is the instruction to commence work.
3. No work shall commence until a Task Order is issued and has been finalised, accepted and signed by both the *Employer* and *Contractor*.
4. All work will be issued on a Task Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.
5. Assessments will be done after completion of the work for a specific month
6. Proof of hours worked will be supported by time sheets, preferably from an electronic system which will be approved weekly by Employer's representative.

e. Contract change management

1. The *Service Manager* issues a Task order to the *Contractor* to authorize the execution of work.
2. In the event where it is identified that there is additional work to be done outside the scope of work on the Task Order, the *Contractor* will give the *Service Manager* an early warning with a written quotation.
3. If agreed, the *Service Manager* issues a revised Task Order or additional Task Order.
4. The *Contractor* starts the work on the starting date of the task order.
5. The Task Order is signed by both the *Service Manager* and the *Contractor* before work commences.

f. Low Service Damages

1. The low service damages will be applicable if the performance does not meet the performance contract.

Low Service Damages Table

Low Service Damage Description	Value of Low Service Damages	Limit of Low Service Damage
1. Failure to respond to an NCR within 3 days	0.5% per total value of the Task Order(s) for the Outage / maintenance opportunity per day	Limited to 10% of the total value of the Task Order(s) for the Outage / maintenance opportunity
2. Failure to resolve an NCR within 30 days	0.5% per total value of the Task Order(s) for the Outage / maintenance opportunity per day	Limited to 10% of the total value of the Task Order(s) for the Outage / maintenance opportunity
3. Using Personnel which are not Qualified as per this service agreement	0.5% per total value of the Task Order(s) for the Outage / maintenance opportunity per day	Limited to 10% of the total value of the Task Order(s) for the Outage / maintenance opportunity
4. <i>Contractor</i> sustains a First Aid or Medical Incident	0.5% per total value of the Task Order(s) for the Outage / maintenance opportunity per incident	0.5% per total value of the Task Order(s) for the Outage / maintenance opportunity per incident
5. <i>Contractor</i> sustains a Lost Time Incident	10% per total value of the Task Order(s) for the Outage / maintenance opportunity per incident	10% per total value of the Task Order(s) for the Outage / maintenance opportunity per incident
10. <i>Contractor</i> not reporting safety incidents within the same shift to the Eskom Coordinator and Contract Service Manager	0.5% per total value of the Task Order(s) for the Outage / maintenance opportunity per incident	0.5% per total value of the Task Order(s) for the Outage / maintenance opportunity per incident

g. Documentation control

1. Safety files to be submitted and approved before work commence as per client requirements, two weeks in advance before the work starts
2. The *Contractors* safety file will be handed over to the *Service Manager* after each
3. All NEC standard forms should be used eg. Task orders, Early Warnings, Defect certificates and Assessments.
4. The *Contractor* is responsible to plan the supply of the documentation and to provide the documentation in accordance with the *Contractor* Document Submission Schedule (CDSS). A document is thus any written or pictorial information describing, defining, specifying or certifying activities, requirements, procedures or results.
5. The *Contractor* submits all documentation on a formal transmittal form to the *Service Manager*.
6. All manuals, documents, drawings and engineering documentation shall be presented in British English in both software and hardware.
7. All Communications will be filed and kept on site as it is crucial to have the correct communication structures. These communication documents are to adhere to the NEC 3 Term Service Contract communication requirements.
8. Compensation for Occupational Injuries and Diseases (COID) Certificate and letter of good standing must be valid at all times and submitted to the *Service Manager* at each anniversary of the contract. These documents are to be submitted to the Eskom vendor database by the Contractor, before they expire.

i. **Contractor Document Submission Schedule (CDSS)**

Document Name/Description	Date/Time documents to be submitted
Baseline risk assessment	One week after receipt of Task Order
Contractor's Safety file	Two weeks before work commences, Monthly validated safety file to be kept for personnel permanently on site mainly for planning
Safety file Audit	Every 30 days after approval of initial file until work for specific outage is complete.
Time clocking reports	Monthly with the assessment
Reports and data pack	Monthly with the assessment
Compensation for Occupational Injuries and Diseases (COID) Certificate and letter of good standing	At each anniversary of the contract or before current expiry dates on the documents.

h. **Invoicing and payment**

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

The *Contractor* shall address the tax invoice to
Accounts Payable Services

Eskom Holdings SOC Limited
Majuba Power Station

Private Bag 9001
Volksrust

2470

and include on each invoice the following information:

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

4 Health and safety, the environment and quality assurance

4.1 Health and Safety Risk Management

1. The *Contractor* complies with the health and safety requirements contained in the General Works Information.
2. Eskom is a national key point and therefore strikes are not permitted. Strikes are to be managed by the *Contractor* at his/her own cost.

4.1.1 Reporting of Incidents

1. The Employer follows an incident prevention policy; refer to 32-95, Environmental, Occupational Health and Safety Incident Management Procedure, which includes the investigation of all incidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incident. The *Contractor* is expected to co-operate fully to achieve this objective. The Employer's Representative must be informed immediately of any incident before the end of the shift.

NOTE: The reporting of the incident to the Employer's Representative, does not relieve the *Contractor* of his legal obligation to report 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.

4.1.2 Work Stoppages

1. The Employer takes safety serious and therefore lessons learned from other safety lost time incidents are shared with the whole workforce. These stoppages are compulsory and the *Contractor* will not be allowed to claim additional compensation for these stoppages.
2. If the *Contractor* experiences a LTI, he/she will be expected to prepare a presentation and present it at a work stoppage that will be arranged by the Employer. The presentation content/template will be provided by the Employer.

4.1.3 Health and Safety Arrangements

1. The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with the works. A one- (1) hour course will be provided by the Employer and will be valid for the duration of one- (1) year.
2. The *Contractor* shall comply with the guidelines set out in the Majuba Standard BIA/RM/STD/01 titled "Safety, Health and Environmental specifications to be met by Contractors"
3. Safety Risk Management has the right and authority to visit and inspect the Contractor's workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
4. The Employer's Representative shall be entitled to instruct the *Contractor* to stop work, without penalty to the Employer, where the Contractor's personnel fail to conform to safety standards or contravene health and safety regulations. The Employer's Representative is entitled to instruct the *Contractor* to discipline his employees and to enforce disciplinary action, and submit a report to the Employer's Representative. The *Contractor* shall implement additional health and safety precautions where necessary.
5. The following Health & Safety requirements should be complied with:
 - a. The *Contractor* must supply a Certificate of Competency of his/her employees to work under the following conditions:
 - i. Heat stresses
 - ii. Cold stresses
 - b. The *Contractor* to provide the Employer with proof of free issue of adequate Personal Protective Equipment (PPE) to be used by his/her employees (preferably SABS approved). All PPE to comply with the Eskom PPE specification 240-44175132
 - c. Noisy equipment and tools - no equipment or tools > 105db (A) may be supplied/utilised by the Contractor.

- d. Medical examination processes must be complied with.

4.1.4 Vehicle and driver safety

1. All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.
2. Transportation of passengers: open LDV's:
With effect from 31 May 2006, no Eskom employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of Eskom and *Contractor* employees – therefore the following will be enforced:
 - a. Ensure that no employee, including *Contractor* employees or any other person, when on an Eskom site and/or performing work for Eskom, is allowed to be transported in the back of open vehicles.
 - b. There will be cases where this may not be reasonable or practicable, namely where vehicles are used during line inspections on sites or on private roads, or similar cases, and in these cases such vehicles must be driven at less than 30km per hour or at a speed suitable to the prevalent conditions. In such cases, the carrying of passengers in the back of such open vehicles could be explicitly allowed, after:
 - i. a risk assessment has been carried out, indicating a very low risk;
 - ii. mitigating factors have been identified to control any risk identified;
 - iii. proper seating and handrails have been provided on the back of the open vehicle;
 - iv. These measures have been discussed at the relevant Health and Safety Committee Meeting and approved by the *Employer*.
 - v. is defined and contained in a formal written division's or BU's policy, including the appropriate mitigating factors;
 - vi. Such a policy has been communicated to all employees and contractors.The above risk assessment findings/outcomes must be available at all times for audit purposes.
 - c. Tools and equipment must be properly secured.
 - d. Only authorised drivers may transport passengers.
 - e. Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
 - f. The above must apply to on site and off site transportation of passengers.
 - g. No person may be transported in the back of vehicles closed by means of canopies, unless provided with factory-fitted or manufactured-approved, proper seating and safety belts, i.e. Crew cabs.
 - h. The driver must ensure that no employees are transported in the back of open vehicles unless it is allowed in terms of a divisional or BU-specific policy as referred to in paragraph b above. This also applies to *Contractor* and *Contractor* employees when performing work for Eskom.
 - i. The driver must ensure that all canopies are being properly fitted and secured and that all loose tools and objects in vehicles are properly secured.
 - j. The driver must ensure that their passengers are seated and wear seatbelts at all times.

4.1.6 Vehicle Standard minimum specifications

1. *Contractor* vehicles are to comply with the requirements specified in the Eskom Vehicle Safety Specification 32-345.
2. The standard minimum specifications are applicable to all Eskom-owned vehicles and vehicles used when performing work for Eskom Holdings SOC Limited and its subsidiaries, including contractors (subsidised transport, contractors, consultants, and any person insured directly or indirectly by Eskom, driving a vehicle within or beyond the borders of South Africa). This includes vehicles owned, hired or leased by Eskom or its subsidiaries or any vehicle an employee makes available for Eskom-related business purposes.
3. All vehicles used for Eskom business shall meet the following requirements:
 - a. Factory-fitted antilock braking system (ABS) for all vehicles.
 - b. Factory-fitted driver and passenger air bags.
 - c. Alarm/immobiliser, factory-fitted, and if not available by the manufacturer, it shall be fitted at approved fitment centres.
 - d. Factory-fitted power steering.
 - e. Tyres as per the manufacturer's specifications for the intended purpose.
 - f. Two emergency warning triangles.
 - g. Factory-fitted air conditioner.
 - h. Reverse beeper shall be standard on all heavy commercial vehicles, buses and construction equipment or vehicles being used on construction sites.
 - i. Refer to the standard for specific requires for Light Delivery Vehicles (LDVs), Heavy Commercial Vehicles, Minibuses, Midi-buses and buses, Trailers and caravans, Construction vehicles and Other requirements.

4.1.7 Confined Spaces

Such As Vessels, Mills, Culverts, Flues, Furnaces, Ducts, Pits, Sewers, Tunnels and Underground Chambers (Refer General Safety Regulation 5 of the OHS Act)

1. At least one door or manhole giving access to each confined space must be provided with a means to lock such door or manhole in the open position. A confined space warning sign must also be attached next to such entrance of a confined space when entry into this area will be required.
2. The door or manhole concerned must be locked in the open position and a confined space warning sign attached before any person is allowed to enter such confined space. The locking, or other preventative measure, must constitute an integral part of the isolation required before the permit to work is issued. Where such a door or manhole cover must be removed by a maintenance person, provisos similar to those stipulated under (section 17.2 c and 7.11.2 b) must apply.
3. Before any door giving access to a confined space is closed, the person closing such door must ensure that there are no persons inside the confined space, and that all tools, equipment and debris have been removed.
4. Where a confined space can be isolated and adequately ventilated, this must be done before the space is environmentally tested and certified clear of all dangerous gases. Thereafter a gas test certificate an environmental certificate must be issued before any person is allowed to enter. In addition:
 - a. Adequate ventilation, gas monitoring and thermal stress monitoring (heat stress – WBGT index - cold stress) must be maintained while persons remain in the space.
 - b. Only approved lighting and portable electrical tools shall be allowed, (Refer Electrical Machinery Regulation 10 of the Act.
 - c. A permit to work must be issued.
5. Where there is a possibility of dangerous substances being present in a confined space which cannot be effectively isolated and adequately ventilated, the following measures must be taken before any person is allowed to enter that space:
 - a. All practical steps must be taken to prevent the ingress of dangerous substances.
 - b. Every person who enters the confined space must wear approved self-contained breathing apparatus and must have competency for the equipment.

- c. Every person who enters the confined space must wear a safety harness to which a rescue line is attached.
 - d. A rescuer must remain on duty outside the confined space and this person must maintain communication with those inside the confined space. The rescuer must control the rescue line(s) attached to the safety harness (s) and must assist in the removal of any person from the confined space in the case of an emergency. An additional set of breathing apparatus must be available for the use of the rescuer.
 - e. Adequate steps must be taken to ensure that all persons wearing breathing apparatus are withdrawn from the confined space before the end of the specified working duration of the breathing apparatus.
 - f. A permit to work must be issued.
6. Where it is not possible to reduce the WBGT index to be below 30 for manual work, access shall only be allowed, if relevant training has been done and a local procedure is in place that explains in detail the access control and health and safety precautions as described in the environmental regulations. (Refer Environmental Regulations for Workplaces 2(4) of the Act).
7. If the original scope of work changes, a new permit to work must be issued, or if hazardous substances are used, the risk assessment, pre-work checklist, the environmental certificate, gas test certificate shall be re-evaluated and re-issued as required.

4.1.8 Working on Heights

General

- 1. Wherever reasonably practicable, preference is given to the performance of work at ground level as opposed to in an elevated position.
- 2. Where work in an elevated position is necessary, preference is given to fall prevention measures such as, but not limited to, effective barricading and the use of work platforms.
- 3. Persons may only work from a fall risk position if a site-specific fall protection plan is in place and correctly implemented and consists of the following:
 - a. All appointments for the fall protection plan developer and implementer are in place.
 - b. One risk assessment, which is specific and incorporates the working at height risk assessment, as well as the site-specific risk assessment, has been completed for the work to be conducted.
 - c. Safe working procedure/task analysis and work instructions, approved by a competent person, are in place.
 - d. A fall rescue plan, along with necessary equipment and trained rescuers, is in place.
 - e. Appropriate training, as determined by the risk assessment, has been provided.
 - f. Appropriate height safety equipment and personal protective equipment have been issued to the individual.
 - g. There are equipment inspection procedures and up-to-date inspection records.
 - h. Individuals are medically fit to work at height, and records of this are kept.
 - i. A site-specific risk assessment is performed.
- 4. While work is in progress, adequate warning signs and/or barricades shall be used in all areas where there is a risk of persons being injured by materials or equipment falling from the work area. Barricades should be continuous and easily visible.
- 5. A drop zone shall be established with appropriate warning signs and barrier tape or barricading, warning personnel below of workers above and potential falling objects.

4.1.10 Risk Assessment

1. A risk assessment allows for careful examination of what could cause harm to people because of a work activity, and it allows one to take the necessary precautions to prevent the harm from occurring.
2. The following hierarchy of controls has to be observed.
 - a. When considering work at height, a risk assessment must be conducted, form part of the health and safety plan to be applied on site and must include;
 - i. the identification of the risks and hazards to which persons may be exposed to;
 - ii. an analysis and evaluation of the risks and hazards identified based on a documented method;
 - iii. a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - iv. a monitoring plan; and
 - v. a review plan
 - b. Working at height risk assessments shall take into account factors such as:
 - i. the necessity for the work to be done in an elevated position as opposed to on the ground;
 - ii. barricading and other fall prevention measures;
 - iii. requirements of the safe work procedure;
 - iv. restrictions in fall distances and clearances;
 - v. mobility required for the task, for example, degree of vertical or horizontal movement;
 - vi. height being worked at;
 - vii. possible injuries;
 - viii. duration of exposure;
 - ix. frequency of performing these activities;
 - x. type of work and ergonomic considerations;
 - xi. work site/area congestion;
 - xii. potential/likelihood/causes of a fall occurring;
 - xiii. endurance of workers;
 - xiv. risk control measures;
 - xv. electrical hazards and safe clearances from overhead power lines;
 - xvi. structure (ease of access, secure footing, and compatibility with fall prevention and/or fall arrest equipment);
 - xvii. terrain;
 - xviii. restrictions with reference to working alone (a rescue must always be executable);
 - xix. falling objects; and
 - xx. suitable anchor points.
 - c. Develop approved written safe work procedures/task analysis and work instructions for all elevated work and make them available to all persons carrying out the work. Standard procedures may be suitable for most work; however, unusual conditions or architectural features may require additional site-specific procedures. The person supervising the work must ensure that safe work procedures/task analysis and work instructions are followed at all times.
 - d. In the design phase, consider fall risks with regard to minimising risk, ease of access, anchor points, and avoidance as far as reasonably practicable.
 - e. The risk assessment will determine the selection of suitable work at height equipment and systems for the work to be performed safely.
 - f. Be aware of hazards resulting from adverse weather conditions, and where necessary, modify the work method accordingly.
 - g. Determine the content and intervals of planned job observations during the risk assessment.
 - h. The risk assessment must include the rescue plan.
 - i. Persons working alone should have a practical way of performing a rescue in the event of an incident.
 - j. Risk assessments must be performed and documented by competent persons. The mitigation process from the risk assessments must influence the content of the fall protection plan.

- k. In the case of live work, work has to be conducted according to standards and procedures while maintaining minimum safe working clearance.
- l. Take into account the risks associated with objects falling from heights. Tools and equipment must be safely secured and attached to the body or structure

4.1.11 Fall Protection Plan

1. A task-/job-specific fall protection plan shall be developed and approved by a competent person for any activity where there is a risk of a fall.
2. A competent fall protection plan developer must be appointed according to 10(1)(a) of the Construction Regulations.
3. The fall protection plan shall include a task-/job-specific risk assessment and requirements relating to the following:
 - a. Training programme for employees working from a fall risk position
 - b. Appointments and authorisations
 - c. The procedure addressing the inspection, testing, and maintenance of all fall protection equipment
 - d. A risk assessment that is site-specific with regard to fall risks for work to be performed
 - e. The processes for evaluation of the employees' medical fitness necessary to work in a fall risk position and the records of this (medical surveillance programme)
 - f. Equipment use and specification
 - g. Fall prevention, fall arrest, and fall rescue
 - h. Method statements or safe work procedures/task analysis/work instructions.
4. The fall protection plan and its requirements shall be integrated into the health and safety plan.
5. Adherence to the fall protection plan is mandatory. An induction on the fall protection plan must be carried out for all relevant employees.
6. The fall protection plan must be suitably amended in accordance with the risk assessment, equipment technology, standards, and legislation.
7. The fall protection plan must be monitored and reviewed as required by the work performed and changes in hazards.

FAS Training

1. All users of height safety equipment for working at height must be trained, assessed and declared competent for the specific height safety equipment and associated structures.
2. Only service providers accredited by Eskom to present the basic Fall Arrest System and Rescue Course as per the working at heights procedure will be accepted and recognised as competent to provide competency for working at heights training. A list of the Eskom Accredited Service providers can be obtained from the Service Manager.
3. Validity of FAS and rescue training
 - a. There shall be no expiry date on official training, but at least one job observation on each user per annum, for example by a peer.
 - b. There shall be no expiry date on the certificate, but only the date of training.
 - c. Evaluation to be conducted every three years by an accredited trainer.
4. The need for refresher training is determined by the employer, taking into account factors such as period of inactivity and changing circumstances as determined by risk assessments and job observations.
5. Refresher training/workshops for rescue need to be run on a regular basis, at least six-monthly.
6. At least two persons per team have to be able to perform rescues if work at height is involved.
7. All personnel trained to perform rescues will be trained to first aid Level 2.
8. Documented training records for all work at height training must be maintained.

4.2 Environmental constraints and management

The *Contractor* is required to ensure that all works are carried out as per the ISO 14001 standard and Eskom's Environmental Policy BIA/ENV.

The *Contractor* shall make clear provision for as part of the tender submission and thereafter prepare the following documents upon awarding of the contract:

1. An environmental management plan that is based on applicable legislation, which relates to their activities on site.
2. An appointed, trained and competent person in writing, who will have the responsibilities of implementing all environmental requirements on a specific contract
3. The Aspects/Impacts register and an environmental management plan
4. All method statements, at a minimum addressing the activities that have significant environmental aspects
5. Proof of competence (certificates) of persons performing activities that could have significant impact on the environment.
6. Environmental Management System certificate (if certified) if not, an environmental management manual and/or procedures
7. List of all Hazardous Substances to be used and their MSDS's
8. Environmental file to be kept on site by contractor

The *Contractor* shall ensure that persons in its employment are aware of the significant environmental aspects and related actual or potential environmental impacts associated with their work. The *Contractor* shall be available for Environmental audits during work hours.

The following environmental requirements are complied with at all times:

1. Zero liquid effluent discharge.
2. No chemicals will be dumped into the station drains or on the premises.
3. No oil or waste will be dumped in an unauthorised area or unlicensed waste site.
4. Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
5. No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973. No effluent shall be discharged into the public streams.
6. The *Contractor* shall comply to the Construction Safety, Health, and Environmental Management 32-136
7. Environmental incidents shall be reported, captured and investigated as outlined in the latest version of the Environmental, Occupational Health and Safety Incident Management Procedure 32-95.
8. The *Contractor* shall comply with any directive and/or instruction related to legislation and/or Eskom Procedures that is issued from the Environmental Department.

4.3 Quality assurance requirements

1. Quality and Other Eskom Departments reserve the right to audit/assess the work being done.
2. The Supplier must comply with the QM 58.

5 Procurement

5.1 People

5.1.1 Minimum requirements of people employed

5.1.2 Supervision

1. The *Contractor* trains enough staff to cover for leave periods as well as night shifts, if required.
2. Training that will be provided by Eskom is done according to a schedule, thus arrangements need to be made with the Service Manager well in advance.

5.2 Subcontracting

N/A

5.3 Skills Development

The *Contractor* complies with the skills development requirements contained in the SDL requirements section.

5.4 Tools

5.4.1 Contractor's procurement of tools

1. All tools and equipment used for planning and report compilations (Laptops and Desktops) are supplied by the *Contractor*.

6 Working on the Affected Property

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

The Entry to site is only approved once the following is adhered to:

1. The *Contractors* Safety file is to be approved by the *Employer's* Safety department.
2. All personnel must undergo screening for Criminal records and outstanding warrants
3. Site-specific induction is to be done by all

personnel. Refer to the General Works information

6.1.1 Permits

1. 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.
2. The *Contractor* ensures that his personnel are trained in terms of the Plant Safety Regulations. And ORHVS and FFFR
3. Training is provided by Eskom Majuba and is done according to a schedule, thus arrangements need to be made with the Service Manager well in advance. Hourly payment of the contractor's staff, while attending the course will be for the

contractor's account.

4. At least two of the personnel should be trained as per PSR within 3 months of contract award.

6.3 People restrictions, hours of work, conduct and records

6.3.1 Time Clocking

- 1 The *Contractor* uses a biometric time clocking system
- 2 No clocking will result in non-payment. If a person clocked in but not out or did not clock in, but clocked out, the person will not receive payment for that specific day.
- 3 Proof of clocking to be submitted to the Employer from files directly generated from the clocking system (no manual intervention)
- 4 In case of clocking system breakdown, the contractor has to report the breakdown immediately to the Service Manager and the system has to be replaced within 24 hours. Manual clocking counter signed by the Eskom Service manager or his/her delegate can be used for the duration while the system is out of service. No signature from the Eskom Service manager or delegate will result in non-payment

6.3.2 Hours of work

1. Outage or maintenance opportunities working hours are :
 - a. Monday to Sunday **07:00 - 19:00 or as required by the SOW** (might require 24hour shifts coverage)/ To be discussed and agreed with the Service Manager.
2. Overtime rules are adhered to as determined by the Department of Manpower and Eskom Procedures.
3. All Timesheets are to be kept for records purposes i.e. man-hours worked safely etc.
4. Other hours will be determined as per critical path activities during outages and maintenance opportunities.
5. Overtime to be approved by the *Service Manager*
6. Daily time sheet must be kept up to date of normal and overtime worked at all times.

6.4 Health and safety facilities on the Affected Property

6.4.1 Waste Disposal:

Refer to the General Works Information

6.4.2 Medical Facilities:

Refer to the General Works Information

6.5 Records of *Contractor's* Equipment

1. The *Contractor* to declare all equipment and tools via a pre-set up list at the main entrance, where removal permit will be issued by Security personnel.
2. *Contractor* need to have a list of inventory of their equipment on site.
3. Proof of site entrance needs to be provided before equipment can be removed from site.

4. The *Contractor* keeps these records. If the records are lost, the Employer does not have the responsibility to issue a gate release permit and the *Contractor* might have to leave the equipment behind on site.

6.7 Equipment provided by the *Employer*

1. The *Employer* is entitled to withdraw use of the said Equipment, should proper care not be ensured.

6.8 Site Services and Facilities

6.8.1 Provided by the *Employer*

1. Toilets
2. Power points where available own cables to be routed
3. Water points, where available

6.8.2 Provided by the *Contractor*

1. Full PPE
2. Accommodation
3. Transport
4. Meals. The *Contractor* or any of his employees or subcontractors may buy take away meals from the fast food outlet on site, if available.
5. Telecommunications
6. Everything else necessary for providing the Service.

7 List of drawings

7.1 Drawings issued by the *Employer*

All relevant drawings are available on request from the Majuba Documentation Centre.