



## NEC3 Term Service Contract (TSC3)

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

and .....  
(Reg No. ....)

for **Provision of Laundry Services at Kendal Contractors  
Village for Kusile Power Station Project**

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**CONTRACT No.**

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## PART C1: AGREEMENTS & CONTRACT DATA

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# C1.1 Form of Offer & Acceptance

## Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

### Provision of Laundry Services at Kendal Contractors Village for Kusile Power Station Project

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R
	(in words)	

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

Signature(s)

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

Capacity \_\_\_\_\_

**For the tenderer:** \_\_\_\_\_

Name & signature of witness	(Insert name and address of organisation)	Date
Tenderer's CIDB registration number:	Not applicable	

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Employer

Kusile Power Station  
Eskom Holdings SOC

Date

Name &  
signature of  
witness

## **Schedule of Deviations to be completed by the *Employer* prior to contract award**

Not applicable

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.

	<b>For the tenderer:</b>	<b>For the Employer</b>
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*

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<p><b>A:</b> <b>Priced contract with price list</b></p> <p><b>W1:</b> <b>Dispute resolution procedure</b></p>
		<p><b>X1:</b> <b>Price adjustment for inflation</b></p> <p><b>X2:</b> <b>Changes in the law</b></p> <p><b>X18:</b> <b>Limitation of liability</b></p> <p><b>X19:</b> <b>Task Order</b></p> <p><b>Z:</b> <b>Additional conditions of contract</b></p>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>013 699 7134</b>
	Fax No.	<b>Not applicable</b>
10.1	The <i>Service Manager</i> is (name):	<b>Piet Mohloki</b>
	Address	<b>Kusile Power Station Project</b>
	Tel	<b>013 699 7134</b>
	e-mail	<b>Piet Mohloki <a href="mailto:MohlokPM@eskom.co.za">MohlokPM@eskom.co.za</a></b>
11.2(2)	The Affected Property is	<b>Kusile Power Station Construction Site as indicated on the layout drawing (146838-OUYXS3825)</b>

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

11.2(13)	The service is	<b>The Provision of Laundry Services at Kendal Contractors Village for Kusile Power Station Project</b>
11.2(14)	The following matters will be included in the Risk Register	<b>1. Damage to property due to negligence</b>
11.2(15)	The Service Information is in	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>5 days</b>
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>04 weeks of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>01 September 2022</b>
30.1	The <i>service period</i> is	<b>15 months</b>
4	<b>Testing and defects</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 20th and 26th day of each successive month..</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>04 weeks.</b>
51.4	The <i>interest rate</i> is	<b>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands</b>
6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	<b>Risks and insurance</b>	

80.1	These are additional <i>Employer's</i> risks	<b>Risk register attached</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b><i>As stated for in Format "B" available on request from Eskom Insurance Management Services</i></b>
83.1	The <i>Employer</i> provides these additional insurances	<b><i>As stated for in Format "B" available on request from Eskom Insurance Management Services</i></b>
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	<b><i>As stated for in Format "B" available on request from Eskom Insurance Management Services</i></b>
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	<b><i>As stated for in Format "B" available on request from Eskom Insurance Management Services</i></b>
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:	<b><i>whatever the Contractor deems necessary in addition to that provided by the Employer., plus the amount of the deductibles (R1million) in respect of the Employer's Contract All Risk Insurance Policy.</i></b>
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:	<b><i>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's 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)</i></b>
9	<b>Termination</b>	<b><i>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.</i></b>
10	<b>Data for main Option clause</b>	

<b>A</b>	<b>Priced contract with price list</b>					
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than		04 weeks.			
<b>11</b>	<b>Data for Option W1</b>					
W1.1	The <i>Adjudicator</i>		the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).			
W1.2(3)	The <i>Adjudicator nominating body</i> is:		the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.			
W1.4(2)	The <i>tribunal</i> is:		<b>Arbitration</b>			
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		<b>South Africa</b>			
	The person or organisation who will choose an arbitrator					
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is		the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.			
<b>12</b>	<b>Data for secondary Option clauses</b>					
<b>X1</b>	<b>Price adjustment for inflation</b>					
X1.1	The base date for indices is		<b>May 2021</b>			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by		
		0.70	Table C-3 All Hourly Paid Employees	Stats SA		
		0.15	Table L2 Road Freight Cost	Stats SA		
		0.15	non-adjustable			
		1.00				
<b>X2</b>	<b>Changes in the law</b>					
	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.					
<b>X18</b>	<b>Limitation of liability</b>					

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event described in the "Format B" insurance policy available on request from Eskom Insurance Management Services</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b>  <b>the total of the Prices at the Contract Date and</b> <b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works policies available on request from Eskom Insurance Management Services</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b>  <b>Defects due to his design, plan and specification,</b> <b>Defects due to manufacture and fabrication outside the Affected Property,</b> <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b> <b>death of or injury to a person and</b> <b>infringement of an intellectual property right.</b>
X18.5	The <i>end of liability date</i> is	<b>02 months after the end of the service period.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>07 days of receiving the Task Order</b>
Z	<b>The additional conditions of contract are</b>	<b>Z1 to Z11 always apply.</b>

**Z1 Cession delegation and assignment**

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person

without the written consent of the *Employer*.

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

**Z2 Joint ventures**

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor*'s legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor*'s B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

**Z4 Confidentiality**

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

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

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

is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

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

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

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

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

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

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

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

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

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

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

**Z8 Notifying compensation events**


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

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

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**Z9 Employer's limitation of liability**

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

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

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

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

**Z11 Ethics**

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

**Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

**Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

**Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action, Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and

appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.

- Z11.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## Z12 Insurance

### Z\_12\_.1 Replace core clause 83 with the following:

#### Insurance cover 83

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

**INSURANCE TABLE A**

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

**Z \_\_12.2 Replace core clause 86 with the following:****Insurance by the Employer** 8686.1 The *Employer* provides the insurances stated in the Insurance Table B**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

#### 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)<sup>3</sup> 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.	<b>Not applicable</b>
11.2(8)	The <i>direct fee percentage</i> is  The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	<b>Damage to Eskom Property due to negligence</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>The Scope of Work</b>
21.1	The plan identified in the Contract Data is contained in:	<b>The Scope of Work</b>
24.1	The key people are:  1 Name: Job: Responsibilities: Qualifications: Experience:  2 Name: Job Responsibilities: Qualifications:	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

Experience:

**CV's (and further key person's data including CVs) are in the NEC Contract.**

<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Annexure A - The Bill of Quantity</b>
11.2(19)	The tendered total of the Prices is	<b>R0</b>

## Part 2: Pricing Data

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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**

Refer to Annexure A- Bill Of Quantities

## Part 3: Scope of Work

Document reference	Title	No of pages
	This cover page	01
C3.1	<i>Employer's Service Information</i>	07
C3.2	<i>Contractor's Service Information</i>	14
	Total number of pages	22

## C3.1: Employer's service Information

### Contents

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## 1. Description of the service

### Description of the service

#### 1.1 Executive overview

The work covers for the Provision of Laundry Services at Kendal Contractor Accommodation Site. The Employer plans to continue providing laundry services to contractor semi-skilled employees during the construction phase of the Kusile Power Station.

The Construction Site is situated approximately 45 kilometres from Witbank on the R545 in the Balmoral District.

Under the contract, the Service Provider will perform Laundry services by washing linen, blankets, curtains and employee's overalls directly attached to the Construction of Kusile Power Station for the period 15 Months.

The scope shall apply to service rendered at Kendal Contractor Accommodation Village.

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

The Contractor shall perform daily laundry activities, as directed by the Employer's Manager/Supervisor, of equipment and furnishings in all Facilities listed below but not limited to the below areas:

- Washing and Ironing Linen
- Washing and Ironing Employees Overalls
- Washing of Curtains
- Washing of blankets

Such service shall include, but not be limited to, the following:

- Dispensing of products.
- Operating Rolling iron
- Operating steam Iron
- Cleaning of Dryers
- Packing of overalls
- Issue linen to new employees / residents
- General Cleaning

The Contractor will be required to work overtime twice a week Monday and Thursdays when receiving and handing over overalls. (From 17:00 – 20:00)

The Contractor shall maintain a stock of materials as required to perform the laundry work specified herein and as directed by the Employer's Manager/Supervisor.

The Contractor shall provide all labour, supervision, administration and management, supplies and washing materials to perform the laundry services. Storeroom for the storage of consumables to be provided by the Employer (Eskom)

Depending on the urgency and emergency of the laundry service requested, the Contractor may also be required to assist to perform other laundry related works attached to Kusile Power Station as directed by the Employer's Manager/Supervisor. Eg. Washing of curtains from the station

### 1.3 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
Village	Kendal Contractor Accommodation
SD&L	Supplier Development and Localisation
SHE	Safety Health and Environment
QCP	Quality Control Plan
CPA	Cost Price Adjustment
PLA	Project Level Agreement
B-BBEE	Broad-Based Black Economic Empowerment
EMP	Environmental Management Plan
RoD	Record of Decision
SDC	Safe Disposal Certificate

### 1.4 Standards, Specifications and procedures

#### 1.4.1 Standards List

The latest revisions of the following standards and specifications form part of the contract.

Document Number	Specification / Code / Standard Title
ISO 9001	International Organisation for Standards: Quality Management System

#### 1.4.1 Eskom Procedure List

##### 1.4.2.1 The following Eskom procedures form part of the contract.

Document Number	Revision	Specification / Code / Standard Title
32-727	Latest	Safety, Health, Environmental & Quality Policy
32-95	Latest	Incident Management
203-847	Latest	Kusile Traffic Management Plan
203-6880	Latest	Kusile Waste Management Plan
Report No: 4446/401281	Latest	Construction Environmental Management Plan
240-105658000	Latest	Supplier Quality Management: Specification" (QM 58)
203-54671	Latest	Kusile SHE specification
203-42702	Latest	LV Mini-Sub Power Supply Application Procedure

203-13801	Latest	Procedure to test run the standby Generators at Kusile Power Station
203-32427	Latest	Commissioning of 22kV / 15kV / 400V Mini Substation 5

#### 1.4.3 Specifications List

The latest revisions of the following specifications form part of the contract.

Document Number	Specification / Code / Standard Title
ISBN0621 -16296-5	Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994
OHS Act	Occupational Health and Safety act of South Africa and Construction Regulations as amended
Act 36 of 1998	National Water Act, 1998

## 2. Management Strategy and start up.

### 2.1 The Contractor's Plan for the Service

#### 2.1.1 Contractor's Office

During the execution of the Works at the Village Site, the Contractor shall maintain a suitable office at the Village Site in the area allocated for that purpose by the Employer, which shall be the headquarters of the Contractor's Representative and authorised to receive drawings, instructions or other communications or notices under the Contract.

The Contractor adheres to the laundry services schedules provided but not limited to it. Response Times

The Contractor shall comply with response times for laundry activities below

Area	Response Time	Planned Intervals
• Washing and Ironing of Linen	8 Hours	Weekly (once a week)
• Washing and Ironing of Overalls	16 Hours	Weekly (twice a week)
• Washing and Ironing of curtains	8 Hours	Weekly (Once a week)
• Washing boardroom and auditorium curtains	24 Hours	As and when required
• Washing of Blankets	24 Hours	Quarterly
• General House Keeping	End / Task	Daily

*The above schedule indicates the minimum required intervals for the various services.*

### 2.2 Management Meetings

The following requirements for conducting Village Site meetings apply to the Works. The Contractor and all Sub-Contractors shall actively participate in, and adhere to the Employer's requirements and other procedures initiated for the purpose of maintaining the Village Site administrative control. The Contractor and all Sub-Contractors shall attend other Village Site meetings when deemed required by the Employer to coordinate the Works or the Project Works.

Title and Purpose	Intervals	Location	Attendance by:
Progress feedback meeting	Weekly	Kendal Village Boardroom	Employer and Contractor Site Representative
Environmental	Weekly	Kendal	Employer and

management meeting		Village Boardroom	Contractor's SHE Officer
Safety Meeting	Weekly	Kendal Village Boardroom	<i>Employer and Contractor's SHE Officer</i>
Operations Meeting	Monthly (TBA)	Kendal Village Boardroom	Contractor and Employer
Residence Meeting	Monthly	Kendal Village Boardroom	Contractor, Employer and Residents

<b>Title and Purpose</b>	<b>Approximate Time &amp; Interval</b>	<b>Location</b>	<b>Attendance by:</b>
Progress feedback meeting	Daily at <u>08:00</u> and <u>09:00</u> on Tuesday	Kendal Village Boardroom	Employer and Contractor Site Representative
Environmental management meeting	Weekly on <u>Monday</u> at <u>14:00</u> .	Kendal Village	<i>Employer and Contractor's Environmental Officer</i>
Safety management meeting	Weekly	Kendal Village	<i>Employer and Contractor's Risk Officer</i>
Support Services Risk meeting	Monthly, Second Monday of the Month	Kendal Village	Village Contractors
Operations Meeting	Monthly (Time to be announced)	Kendal Village	Contractor and Employer
Stakeholders Environmental Monitoring committee meetings	Quarterly	Kendal Village Boardroom	Various stakeholder within and external to Kusile PS

### **2.3 Contractor's Management, Supervision and Key People**

The Contractor shall provide the Employer with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure.

The Employer reserves the right to audit and verify the structure. The minimum core Team on site shall consist of the following personnel.

- Supervisor x 1
- SHE Officer (Tertiary Qualification and two year experience in the Environmental and Safety Field). Not full time on site but come once a week
- General Workers x 10

## 2.4 Provision of Bonds and Guarantees

Not Applicable

## 2.5 Documentation Control

The Contractor will submit relevant documents to the Employer for review, the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents.

The documents are as follows:

<b>Title and purpose</b>	<b>Frequency</b>
Daily report	Daily
Permit to work	When required
Risk Register	Monthly
SD&L Reports	Quarterly
Waste manifests	Monthly
Safe Disposal Certificate (SOC)	Monthly

All correspondence of either commercial or technical nature, whether hard copy or email, either to Contractor or from Contractor. Shall clearly include the following information; file number, contract number and subject matter.

Documents shall be delivered in electronic format (Microsoft Office 2003 or latest compatible or Adobe Acrobat (pdf) files). In addition a document list shall be delivered in Microsoft Excel format that contains the following fields: "document name", "document type", "version number", "date created" and "created by".

## 2.6 Invoicing and Payment

Within one week of receiving a payment certificate from the Employer in terms of Core Clause 51.1, the *Contractor* provides the Employer with a tax invoice, by no later than the first day of the month, showing the amount due for payment equal to that stated in the Employer's payment certificate.

### **The Contractor shall address the Tax Invoice to:**

Eskom Holdings SOC Limited

Kusile Power Station

Suite 46

Postnet

Highveld

Mall

Emalahleni

i 1035

Attention: Nokuzola Mbili (Tel: 013 699 7304)

Invoices shall be e-mailed to the following

actress e-mail:

InvoicesgrpcapitalKCT@eskom.co.za

**ONLY ORIGINAL INVOICES WILL BE ACCEPTED.**

**The following must be stated on the Tax Invoice:**

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

**2.7 Contract Change Management**

The Employer may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the Contractor in writing to be valid.

**2.8 Records of Defined Cost to be kept by the *Contractor***

The Contractor must keep all documentation related to the compensation events, quotes and instructions from the Employer for the period of 5 years after contract completion for audit purposes.

**2.9 Insurance Provided by the *Employer***

Not Applicable

**2.10 Training Workshops and Technology Transfer**

Not Applicable

**2.11 Design and Supply of Equipment**

Not Applicable

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

**2.12.1 Equipment**

None

**2.12.2 Information and other things**

At the end of the service period the Contractor will be required to provide the Employer with the Contractor's Safety file

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

Not Applicable

### **3 Health and Safety, the Environment and Quality Assurance**

#### **3.1 Health and Safety Risk Management**

- The Contractor shall comply with The Occupational Health and Safety Act 85 of 1993 and its regulations, furthermore the contractor must conform to the health and safety requirements contained in Kusile Safety, Health and Environmental Specification as updated.
- The contractor shall conform to Eskom's Business Unit & Site work Instructions Procedures and Standards this includes Doc. 32-95 for Incident management, Doc. 32-727 for Safety, Health, Environment and Quality Policy and Doc. 203-847 for Kusile Traffic Management Plan.
- The Employer's Safety Officers shall inspect the Contractor Working Areas and Facilities for compliance to Eskom's standards.

#### **3.2 Environmental Constraints and Management**

- The Contractor shall comply with the requirements of as stated in the following:
- Kusile Environmental Management Plan (EMP) as updated
- Standard Environmental Specification (SES)
- Kusile Waste Management Plan(unique identifier:203 6880)
- Record of Decision (RoD)
- Water Use licences (WULs)
- Temporary Waste storage permit
- Appointment of qualified Environmental Officer as per EMP requirements

#### **3.3 Quality Assurance Requirements**

The Contractor shall comply with all requirements specified in the Eskom standard, 240-10565800 "Supplier Quality Management: Specification". It is of utmost importance that this standard be complied with.

### **4 Procurement**

The Contractor provides the following procurement services in performing the scope:

- Preparation of Employer approved supplier and Sub-Contractor's lists for equipment and contracts to be submitted to the Employer for review and approval.
- Follows the least cost and time procurement strategies.
- Contract management services for the selection, appointment and management of Sub-Contractors requires to execute the scope.
- The services of all buyers, contracts officers, inspectors, expediters and other personnel necessary to procure and deliver all plant, material, equipment, supplies and services necessary to provide the scope.
- Receives and evaluates all bids/quotations and compiles a bidders evaluation report detailing the technical, commercial and costing components of each bid;
- Obtains the Employers' approval prior to committing any contracts or orders;
- Obtains delivery dates from Sub-Contractors and suppliers in order to realize the Completion Date;

- Receiving of invoices, verification thereof in terms of purchase orders and contract provisions, certification of invoices as being correct and payable and supply of correct invoices to the Employer within.
- Management of and negotiating of all suppliers and Sub-Contractors compensation events and recommendations to the Employer as to the validity, amount and payment of such events.
- Determination of penalties payable by suppliers and Sub-Contractors and recommendation to the Employer as to the enforcement of such penalties prior to any communication to suppliers and Contractors.
- Ensuring that all suppliers and Sub-Contractors, from whom the Contractor procures equipment and materials do not retain, encumber or reserve title to such items.

#### **4.1 People**

##### **4.1.1 Minimum Requirements of People Employed**

The Contractor will be required to recruit within the Nkangala District Municipality, including any other areas that are within 65 km radius from the Kusile Construction Site. Kusile Power Station employment procedure will apply.

##### **4.1.2 B-BBEE and Preferencing Scheme**

The Contractor shall:

- Maintain the Required B-BBEE Recognition Level for the duration of the Agreement;
- Provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause "verification certificate" means a verification certificate and the accompanying documentary proof confirming the B-BBEE status of a particular entity as issued by an accredited verification agency;
- Comply with and fulfil its obligation in respect of the Supplier Development and Localisation and the Industrialisation Programme (the latter, if any) in accordance with and as provided for in the Supplier's SD&L Localisation Obligation Schedule.

##### **4.1.3 Supplier Development and Localisation**

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative- South Africa in accordance with the Contractor's SD&L Compliance Schedule.

The *Contractor* shall keep accurate records and provide the Employer with reports on the *Contractor's* actual delivery against the SD&L criteria stated in the contract. The reporting templates will be provided on the contract award. The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the Contractor to comply with his obligations under the contract.

## **4.2 Subcontracting**

This Contract does not constitute an agreement of employment, partnership, joint venture or agency between Eskom and the Contractor and shall not give rise to any relationship of employer and employee, master and servant or principal and agent between Eskom and the Contractor or between Eskom and any employee, agent or sub-Contractor of the Contractor. Accordingly, neither the Contractor nor Eskom shall have the power, nor purport to make a contract in the name of the other, to grant or pledge credit of the other, to incur liability on behalf of the other, or to employ any person on behalf of the other.

The Contractor shall not be entitled to cede, delegate, assign or otherwise transfer any of its rights and/or obligations without the prior written consent of Eskom, which consent shall not be unreasonably withheld.

### **4.2.1 Preferred Subcontractors**

Not Applicable

### **4.2.2 Subcontract Documentation, and Assessment of Subcontract Tenders**

Not Applicable

### **4.2.3 Limitations on Subcontracting**

Not Applicable

### **4.2.4 Attendance on Subcontractors**

Not Applicable

## **4.3 Materials**

### **4.3.1 Specifications**

The Contractor is responsible for providing material necessary to provide the services.

### **4.3.2 Correction of Defects**

The Contractor shall provide maintenance and repair of all the equipment necessary to provide the services. All defects to the works shall be rectified as specified in the document QM 58.

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

The Contractor may be required to provide the Employer with a technical data sheet of the plant or material supplied to the Employer. A guarantees and warranties certificate may also be required for any plant and material supplied by the Contractor to the Employer.

### **4.3.4 Tests and Inspections before Delivery**

Not Applicable

### **4.3.5 Plant & Materials provided "free issue" by the Employer**

None

## 5 Working on the Affected Property

### 5.1 Employer's Site Entry and Security Control, Permits, and Site Regulations

#### 5.1.1 Security and Access

The Employer will provide perimeter security and access control for the Village Site. Strict access control shall be implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Village Site may be subjected to searches and the Employer reserves the right to refuse entrance to Project Site to any person not meeting security and/or **access requirements**.

From time to time, and as required, the Employer will issue policies and procedures regarding Village Site security and access control. These policies and procedures shall be strictly adhered to by the Contractor. The Employer shall be entitled, at his discretion, to amend or relax the Village Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation

Any breach of security must be reported to the Employer immediately.

#### 5.1.2 Access Control for Persons

The Contractor's Personnel and any visitors on the Village Site must be in possession of a valid identification card supplied by the Employer. Applications for identification cards shall be made in the form prescribed by the Employer. The identification cards and finger print identification shall be used to gain access to the Village Site and only persons with legitimate business on the Village Site and in possession of such identification cards will be allowed access.

Applications for identification cards and finger print imaging shall be made in good time prior to access being required. Lost, stolen or damaged cards shall be reported to the Employer immediately. A fee shall be charged for replacement cards.

Identification card holders will be required to produce their identification cards for a photo to face and finger print check at the security check points. Where a card holder's right of access to the Village Site is withdrawn, his identification card will be electronically cancelled. It is the responsibility of the Contractor to ensure the card is returned to the Employer.

#### 5.1.3 Removal of Persons from the Project Site and other places, if any, as may be specified under the Contract as forming part of the Site

The Employer may remove from the Village Site (or from any other places, if any, as may be specified under the Contract as forming part of the Site) any person who poses a risk to the Village Works or to the progress thereof, or who poses a risk to security or to the health and safety of persons at the Village Site (or at such other places, if any, as may be specified under the Contract as forming part of the Site).

The Employer furthermore remove from the Village Site (or from any other places, if any, as may be specified under the Contract as forming part of the Site) any person who ceases, for any reason, to have legitimate business thereon.

If any such person was permitted access as Contractor's Personnel or as a visitor of the Contractor, the Contractor shall, at the request of the Employer, take all steps necessary to ensure his removal from the Village Site (or from such other places forming part of the Site, as the case may be).

#### **5.1.4 Removal of Goods from the Village Site**

All persons removing *inter alia* materials, equipment, toolboxes, temporary facilities etc. from the Village Site must be in possession of a valid gate release permit. Applications for general or specific gate release permits shall be made in the form prescribed by the Employer.

#### **5.1.5 Access Control for Vehicles**

Only a limited number of Contractor and Subcontractor non-construction vehicles will be allowed onto the Village Site. As a general rule, however, Contractors' and visitors' personal vehicles are not allowed within the Village Site and must be parked in the designated area and the Contractor is required to collect his visitors from the access point.

Vehicle entry discs will be issued at the discretion of the Employer on receipt of an application signed by the Contractor. Applications for vehicle entry discs shall be made in a form prescribed by the Employer.

#### **5.1.6 Visitors**

Before entering the Village Site, visitors (meaning any person other than the Contractor's Personnel) must be in possession of a valid identification card supplied by the Employer.

Applications shall be made in a form prescribed by the Employer prior to access being required and visitors must be in possession of positive identification.

The Contractor's visitors shall be subject to all Eskom Site rules and regulations including those related to Health & Safety and discipline. As a minimum requirement, visitors must wear safety shoes, hard hats and any other personal protective equipment as required by the Employer and must be accompanied by their hosts at all times whilst on the Project Site.

#### **5.1.7 Fire-arms**

Fire-arms will not be permitted on the Village Site (nor at other places, if any, as may be specified under the Contract as forming part of the Site). This restriction does not, however, apply to the South African Police Services (SAPS) in the pursuance of official duties.

#### **5.1.8 Village Site Fences**

The modification or removal of Village Site fences is strictly prohibited unless otherwise instructed by the Employer.

#### **5.1.9 Contractor's Security**

The Contractor is solely responsible for the protection and security of the Works and all areas allocated to him.

For areas outside the Village Site which are specified under the Contract as forming part of the Site, the Contractor shall also be responsible for implementing access control for persons (including Contractor's Personnel and visitors) and vehicles. Such access control shall be to the satisfaction of the Employer and shall be subject to the direction and control of the Employer.

#### **5.1.10 Cleanliness and Housekeeping**

The Contractor shall maintain a high standard of cleanliness during the conduct of his activities on the Village Site (and at other places, if any, as may be specified under the Contract as forming part of the Site). The Contractor shall, at all times maintain, clean and attend to the upkeep of the Site and such other areas as may be allocated for storage of materials, site offices, etc. to the satisfaction of the Employer. The Contractor shall at all times keep these areas, clean and free from accumulation of waste materials and refuse regardless of the source.

During sweeping and dusting, the Contractor shall ensure that a minimum amount of dust is liberated into the atmosphere. Cleaning by vacuum cleaners is preferred and the use of compressed air for cleaning is prohibited.

#### **5.1.11 Waste Removal and Disposal**

The Employer is responsible for the prompt removal of all waste to a designated disposal area. The disposal area will be on or in the vicinity of the Village Site and will be designated by the Employer. Waste must only be disposed of at a designated area.

For the purpose hereof, "waste" means any matter, whether liquid or solid or any combination thereof, which is a by-product, emission, residue or remainder of any process or activity carried out in connection with the Works and which is not reused on the Site in the ordinary course of carrying out the Works within 7 (seven) days of maintenance.

The Contractor shall provide an adequate number of marked containers at offices, in yards, at workshops and on the Site for the temporary storage of waste.

Hazardous waste shall be dealt with in accordance with the safety, health and/or environmental requirements of the Contract, as applicable, and the Contractor is solely responsible for the proper disposal thereof in accordance therewith.

#### **5.1.12 Signage**

No signage shall be erected by the Contractor at the Village Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) without the prior specific or general approval of the Employer. The positioning and content of signage, whether required by applicable Law and/or otherwise required to be displayed by the Contractor under the Contract, shall be subject to applicable policies and procedures issued by the Employer from time to time.

#### **5.1.13 Works Area Limits**

The Employer will designate the working area boundary limits and assign for the Contractor's use access roads, parking areas, storage areas, existing facilities areas and construction areas. The Contractor shall not trespass in or on areas not so designated. The Contractor shall be responsible for keeping Contractor's Personnel out of areas not designated for Contractor's use, except, in the case of isolated work located within such areas for which the Contractor shall have been authorised under the Work Co-ordination Process.

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

### **5.2.1 Hours of Work**

Working hours on the Construction Site is from 7:00 till 17:00, Monday to Friday. However, the Contractor would be expected to work till late and during weekends.

### **5.2.2 Competence Testing of Contractor's Personnel**

Contractor's Personnel to be employed at the Village Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) for any semi-skilled or skilled operation may be tested by the Employer at any time at the Project Site. This may include, at the Employer's discretion, the actual performance of the operation and/or training and testing related to performance of the operation. The Employer reserves the right to prevent any person from carrying out any operation that such person is not fit or qualified to perform. The satisfactory passing of the induction operation test requirements will result in the certification of the Contractor's Personnel to perform that specific operation on the Village Site (and/or at such other places, if any, as may be specified under the Contract as forming part of the Site). This certification shall not reduce in any way the Contractor's responsibilities to perform the Works as per the Contract requirements, including in a safe manner. The certification may be revoked by the Employer if such person ceases to be fit or qualified to perform the work in question at any time.

### **5.2.3 Anti-poaching Undertaking**

The Contractor shall not recruit or attempt to recruit staff and labour from amongst the personnel of Other Project Contractors during the execution of the Project Works.

This restriction shall not, however, prevent the Contractor from recruiting a person where:

- That person has been demobilised or the employment of that person has been terminated for any reason other than by resignation;
- The person has resigned and a period of 90 days has lapsed from the date of resignation; or
- The person has been released by the Other Project Contractor for employment by the Contractor (evidenced by written confirmation to this effect by the other Project Contractor).

### **5.2.4 Transportation of Contractor's Personnel**

Due to the remoteness of the Village Site, the Contractor is required to provide suitable mass transportation facilities to and from the Village Site (and/or to and from other places, if any, as may be specified under the Contract as forming part of the Site) for Contractor's Personnel, particularly for unskilled and semi-skilled workers.

The Contractor will provide a bus loading and unloading area and bus parking outside the Village Site entrance for the Contractor's use. An unloading area for the Contractor's Personnel at the Contractor's yard will be permitted by prior arrangement with, and subject to the approval of the Employer.

### **5.2.5 Canteen**

The Employer will provide Site canteen. The canteen will make available a mid-shift meal during the established break period. The mid-shift meal for the Contractor's workers working at the Contractors' Village is provided at the cost to the Contractor. In order to ensure uniformity of meal benefits, the Employer will provide the same meal for the Contractor's unskilled and semi-skilled

workers at the Project Site, at the cost to the Contractor (Payment arrangement should be between the contractor and the catering service provider).

<b>Meal Specification</b>	
Lunch	Kendal Contractors Village
	Protein 200 – 250 gr (one meat per serving area)
	Beef
	Chicken
	Starch (100gr)
	Pap (200gr)
	Vegetables (80gr)
	Juice (250ml)

#### **5.2.6 Project Site Induction Programme**

The Employer will provide a generic Project Site induction program for personnel and visitors to the Project Site. This program will include, as appropriate, information regarding identification and access, work rules, environmental protection, industrial relations, health & safety, Project information, and miscellaneous Project Site-specific requirements. All persons entering the Village Site will be required to attend induction training and to attend repeat induction training as appropriate. The induction training is expected to take up one full day. Contractor's Personnel must be in possession of a valid identification card in order to undergo induction training.

#### **5.2.7 Substance Abuse Testing**

There shall be zero tolerance for substance abuse at the Village Site (and at other places, if any, as may be specified under the Contract as forming part of the Site).

Throughout the Works at the Village Site (and/or to other places, if any, as may be specified under the Contract as forming part of the Site), periodic seminars and instruction programs may be given by the Employer on the recognition of the characteristics, behaviours, detection, and reporting of substance abuse and persons fitness for duty. All Contractor's supervisory personnel, (including superintendents and foremen), and other key Contractor's Personnel involved at in the Works at the Project Site (and/or to other places, if any, as may be specified under the Contract as forming part of the Site) shall be required to attend this training and the Contractor shall make Contractor's Personnel available for and encourage their participation in these programs.

Personnel suspected of being under the influence of any substance or suspected of being in possession of alcohol or drugs.

#### **5.2.8 Pre-Assignment Testing**

Contractor's Personnel at the Village Site must pass a pre-assignment drug screening/alcohol test. This pre-assignment test must be undertaken within ten days prior to reporting for work to the Village Site. Contractor's Personnel will only be permitted initial access to the Village Site against evidence of this test having been passed and such person having been certified drug / alcohol free to the Employer's satisfaction. Contractor's Personnel who visit

the Project Site on a short-term basis (being not longer than 14 days unless otherwise approved by the Employer) are not subject to this pre-assignment drug testing requirement.

#### **5.2.9 Continuing Random Drug Testing**

The Contractor shall conduct periodic unannounced (random) testing at the Village Site (and at other places, if any, as may be specified under the Contract as forming part of the Site) at least once each month. The date of such testing shall be selected using a means that, to the Employer's satisfaction, randomly selects the date within the time frame specified, so that the date is unpredictable to the potential subject of the testing.

#### **5.2.10 Accommodation Policy**

No accommodation will be provided by the Employer. The Contractor will be required to recruit within the Nkangala District Municipality, including any other areas that are within 45 km radius from the Kusile Construction Site.

#### **5.2.11 Industrial Action Policy**

The contractor shall be aligned to specific sectoral determination related to the task.

### **5.3 Health and Safety Facilities on the Affected Property**

#### **5.3.1 Medical Facilities**

The Employer will provide a trauma and rescue medical facility that is situated at Kusile Project Site which is 20km from the Village or utilize Kendal Power Station Emergency Services to provide initial medical treatment to Village Site personnel. The facility will be staffed with professional medical personnel. The Contractor shall be responsible for all emergency transportation including ambulances and helicopters.

### **5.4 Environmental Controls, Fauna and Flora**

The Contractor shall comply with the environmental criteria and constraints stated in Kusile Environmental Management Plan (EMP) as updated.

### **5.5 Cooperating with and Obtaining Acceptance of Others**

Except as directed by the Employer, the Contractor shall in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Other Project Contractors. Without derogating from the foregoing, the Contractor shall not cut reinforcing steel, remove concrete, drill holes into concrete or structural steel, weld on to reinforcing bars or structural steel without the approval of the Employer. The Contractor shall, at all times, keep the work of Other Project Contractors free from dropping, dripping and spattering of materials used in the Works.

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

The Contractor is responsible for replacement and replenishment of equipment and vehicle. Asset registers of such equipment shall be maintained by the Contractor and shall be audited by the Employer from time to time.

### **5.7 Equipment Provided by the Employer**

The employer to provide industrial washing machines, dryers and Irons to enable the contractor to perform her duties.

## **5.8 Site Services and Facilities**

### **5.8.1 Provided by the *Employer***

#### **5.8.1.1 General**

The Employer will, at his expense, arrange for, develop and maintain the various facilities and services indicated in the attached Village Site Facilities and Services Matrix at or near the Project Site, as applicable. These services and facilities are provided on the basis detailed below.

**Project Site Facilities & Services Matrix**

<b>Site Facilities, Utilities and Services</b>	<b>Provided by</b>		<b>Details</b>
<b>Item</b>	<b>Contractor</b>	<b>Eskom</b>	
<b>Field Office</b>			
Field office structure		X	
Field office furniture		X	
Field office equipment		X	
Field office supplies	X		
Employee change facilities		X	
<b>Equipment</b>			
Laundry equipment		X	
<b>Communication</b>			
Internet connection	X		
Radio & cell phone communication	X		
<b>Telephone</b>			
Telephone main service line	X		
Telephone line connection to Contractor field office	X		
Contractor's telephone equipment and	X		
<b>Electrical Power</b>			
Main power source and maintenance		X	
Mower primary distribution system and		X	
<b>Maintenance</b>			
Power Contractor's distribution system	X		
Power Contractor's distribution system maintenance	X		
Power energy usage payment		X	
<b>Lighting</b>			
Structures interior temporary lighting and	X		
Contractor specific work area temporary lighting and		X	
General areas site lighting and maintenance		X	
<b>Water - potable and non-potable</b>			
Water source		X	

Site Facilities, Utilities and Services		Provided by		Details
Item	Co ntr act or	Employer		
<b>Heat</b>				
Temporary heating facilities/system	X			
<b>Sanitary Facilities</b>				
Primary sanitary facilities and maintenance		X		
<b>Access Roads</b>				
Primary access roads and maintenance		X		
Contractor specific access roads and		X		
Primary access road dust control		X		
General Work related dust control		X		
Provide parking area		X		
<b>Storage Facilities</b>				
Onsite lay-down space		X		
Contractor storage area maintenance		X		
Construction warehousing		X		
Tool storage facilities		X		
Climate controlled storage facilities		X		
<b>Security</b>				
Overall site security		X		
Contractor specific areas security	X			
Overall site security access card and finger print system and materials			X	
<b>Medical Facilities</b>				
Onsite first aid/medical services		X		
Project emergency ambulance		X		
Heliport Area		X		
<b>Fire Protection</b>				
Fire protection - fire extinguishers	X			
Construction fire protection - stand pipe	X			
Overall site fire brigade participation		X		
Fire equipment & vehicles		X		
<b>Clean-up</b>				
General refuse offsite disposal		X		
Contractor general refuse collection and onsite	X			
Contractor field office cleaning service	X			
Hazardous waste disposal and clean-up /	X			

Site Facilities, Utilities and Services	Provided by
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Item	C o n tr a c t o	Esko m	Details
<b>Food Services</b>			
Allowed onsite - Yes/No	<b>Yes</b>		
Canteen		<b>X</b>	
Canteen fee payment	<b>X</b>		

All facilities or services not specifically indicated as provided by the Employer in the attached Village Site Facilities and Services Matrix, but required for the Works (including roads, assigned lay-down yard improvements, and access needed by the Contractor in the performance of the Works), shall be provided, maintained and removed when no longer required, by the Contractor. Except as otherwise stated in the Contract, all Contractor provided facilities and services shall be to the satisfaction of the Employer.

The provision or cessation of such Contractor provided facilities or services, and the erection, installation and removal thereof and/or of related equipment, requires the Employer's approval.

#### 5.8.2 Areas for Contractor's Yards and Offices

The Employer to assign offices or laydown yard to the Contractor. The Contractor may not erect temporary offices, stores and other similar structures on site as the employer will provide such facilities.

#### 5.8.3 Village Site Roads and Parking

The Employer will provide and maintain parking and general use roads on the Project Site. A parking lot will be located outside the main security fence for Contractor's Personnel and visitors. Parking facilities will be limited. Contractor's Personnel and visitors failing to park as directed while using this lot may have their vehicle removed and/or be banned from future use of the lot.

A limited number of Contractor and Sub-Contractor non-construction vehicles will be allowed onto the Project Site. The Employer's approval and an appropriate permit will be required as authorisation for such vehicles to be brought on to the Project Site.

#### 5.8.4 Communication Services

The Contractor shall be responsible for his own internet connectivity.

The Contractor shall make his own arrangement for cellular connectivity and shall pay all service charges for his use of the cellular communication network.

The Contractor shall make his own arrangements for radio communication at the Village Site, if required. The installation of radio communication equipment at the Village Site is subject to the approval of the Employer.

#### 5.8.5 Fire Fighting and Fire Protection

The Contractor shall comply with all applicable Laws and the Project fire protection requirements, as amended from time to time, in respect of fire protection requirements during construction. The Employer shall be responsible for providing adequate fire protection.

#### **5.8.6 Water**

The Contractor shall exercise economy in use of the water obtained from the Employer.

Potable water use shall be limited to servicing Village Works related activities requiring potable quality water. The Contractor shall provide, install, maintain, and remove when no longer required all pipes, fixtures, equipment, and metering (if necessary) from the Employer supplied source to the point of Contractor's use. Pipes shall be placed at least 900 mm underground or as otherwise approved by the Employer and on routes approved by the Employer. Installation shall meet all applicable codes and standards and be to the satisfaction of the Employer at all times.

#### **5.8.7 Electricity**

The Employer will supply electrical power for operational purposes at mini substations established on the Village Site.

Electrical power to the Village Site is provided via a 22kV ring supply as well as a 22kV sub-station.

The Employer, however, reserves the right, in case of uncontrollable interruptions, emergency, or when it is not reasonably practicable to give notice, to cut off the supply without warning.

#### **5.8.8 Sanitation and Sewage**

The Employer will provide and operate a sewage treatment plant and general use toilet facilities at the Village Site.

#### **5.8.9 Lighting**

The Employer **will** provide and maintain general use Project Site lighting in the form of pole or mast mounted lighting fixtures. This general use lighting will comprise area lighting at the Village parking area and the Village Site entrance, at the site office areas.

Accordingly, all temporary local lighting required by the Contractor, including lighting required to comply with the applicable Law, shall be provided by the Contractor at his own expense.

### **5.9 Provided by the Contractor**

Facilities provided by the Contractor are described in Village Site Facilities & Services Matrix as paragraph 5.8.1.2.

## **6. Revisions**

Date	Rev.	Compiler	Remarks
November 2021	0	PM Mohloki	New Document

## **7. Development Team**

The following people were involved in the development of this document:

- Nondumiso Nepfumbada
- Tshepang Mokoena
- Awie De Jager

## **8. Acknowledgements**

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Mandla Mhlauli