

NEC3 Term Service Contract (TSC3)

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

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

for **Maintenance of Fire Emergency Equipment**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
C1.3 Proforma Guarantees	[•]

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 for Maintenance of Fire Emergency Equipment

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 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*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X3: Multiple currencies</p> <p>X4: Parent company guarantee</p> <p>X13: Performance Bond</p> <p>X17: Low service damages</p> <p>X18: Limitation of liability</p> <p>X19: Task Order</p> <p>Z: Additional conditions of contract</p>
	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
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	Medupi Power Station, Steenbokpan Road, Lephale
	Tel	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Medupi Power Station
11.2(13)	The <i>service</i> is	Maintenance of Fire Emergency Equipment

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

11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Labour strike and Community Unrest impacting access to Site • Service delivery protests by local communities • Localisation requirements for use of local labour and suppliers • Non-Compliance to the legal requirements
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
2	The Contractor's main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Four weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is	60 months
4	Testing and defects	As per NEC3 TSC Core clause 4
42.2	Defect correction period	5 days
5	Payment	
50.1	The <i>assessment interval</i> is	between the 23rd 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	30 calendar days after reception of a valid tax invoice for contracts valued below R50 000 0000.00 (Fifty Million Rands) excluding VAT. 60 calendar days after reception of a valid tax invoice for contracts valued R50 000 0000.00 (Fifty Million Rands) excluding VAT and above
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands
6	Compensation events	As per NEC3 TSC Core clause 6
7	Use of Equipment Plant and Materials	As per NEC3 TSC Core clause 7
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. All risks identified in clause 80.1

9	Termination	As per NEC3 TSC Core clause 9
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	[•] weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	1st Floor, Maisels Chamber, 4 Protea Place, Sandton
	Tel No.	011 320 0600
	Fax No.	011 320 0533
	e-mail	info@arbitration.co.za
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	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	Is a month prior tender closing. Rates are fixed and firm for first 12 Months after Contract Date. There after CPA escalation will apply.
	The proportions used to calculate the	proport linked to index Index prepared by

	Price Adjustment Factor are:	ion	for	
		0.05	[P&G]	[SEIFSA TABLE D4]
		0.17	[Labour]	[SEIFSA TABLE C3 AHPE]
		0.40	[Mechanical Equipments]	[SEIFSA TABLE G1]
		0.15	[Structural and fabricated metal products]	[SEIFSA TABLE O2]
		0.08	[Transport]	[SEIFSA TABLE L2B]
		0.15	non-adjustable	
		1.00		
X2	Changes in the law	As per Secondary Option X2 of the NEC3 TSC.		
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
		[•]		
		[•]		
		[•]		
		[•]		
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		The items & activities will be paid in the other currency - to a foreign Bank account nominated by the <i>Contractor</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date. (select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)		
X4	Parent company guarantee	As per Secondary Option X4 of the NEC3 TSC. Complete "C1.3 Forms of Securities" if you have Parent Company		
X13	Performance bond			
X13.1	The amount of the performance bond is	R [•] To be included and determined by <i>Employer</i> if the <i>Contractor</i> fails financial evaluations		

X17	Low service damages	
X17.1	The <i>service level table</i> is in	See table below
	Activities	Outputs
		Damages
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.3	The delay damages in a Task Order for Supply of spares	R 5000.00 per day, from the Task Completion Date until Task Completion
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *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 4710303126 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

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

- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

Contractor's Providing the Service	
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z13.2 The Employer is solely responsible for and indemnifies the Contractor or any other person against any and all liabilities which the Contractor or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the Contractor or any other person or the presence of the Contractor or that person or any property of the Contractor or such person at or in the KNPS or on the KNPS

site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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.

C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
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: 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**

C1.3 Forms of Securities

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

**Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg**

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd (the *Employer*) and
{Insert registered name and address of the Contractor} (the *Contractor*), for
{Insert details of the works from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.

4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 20_

Signature(s)	_____
Name(s) (printed)	_____
Position in parent company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Performance **Bond – Demand Guarantee:** [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
 - 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted]
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
 - 1.6 “Expiry Date” - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
 - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
 - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;

- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____
Bank's seal or stamp

Witness: _____

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item	Description	Unit	Expected Quantity for 5 years	Rate
1	Preliminary & General			
1.1	General Requirements			
1.1.1	Safety File	Item	1,0	
1.1.2	Quality File	Item	1,0	
1.2	Provision of PPE			
1.1.2	Provision of PPE	Per Year	5,0	
1.3	Provision of First Aid box			
1.1.3	First Aid Box	Per Year	5,0	
1.4	Medicals			
1.4.1	Entry	Per person	10,0	
1.4.2	Periodical	Per person	40,0	
1.4.3	Exit	Per person	10,0	
1.5	Security Check			
1.5.1	Security Clearance	Per person	50,0	
1.6	Site Establishment			
	The contractor will be required to price for the renovation of the existing building, which will remain the property of the employer. NOTE: The contractor will be required to cart away all removed material from existing building and /or site, as well as the excavated material.	Note		
1.6.1	SECTION 1: ALTERATIONS			
1.6.1.1	Demolition work			

1.6.1.1.1	Diamond mesh fence 2100mm high with flat wrap razor wire with steel post and droppers (yard fence) - new fencing measured elsewhere	m	181,4	
1.6.1.1.2	Demolish security fence mesh 2100mm high with steel posts (outside storage) - new fencing measured elsewhere	m	17,5	
1.6.1.1.3	Hack up and remove 100mm of concrete floor	m2	207,7	
1.6.1.2	Removal of existing work			
1.6.1.2.1	Take out and remove gate size 4000 x 2100mm high	no	1,0	
1.6.1.2.2	Take out and remove gate size 2500 x 2100mm high	no	1,0	
1.6.1.2.3	Take out and remove single door with steel frame size 813 x 2032mm from half brick wall and prepare to close up opening	no	1,0	
1.6.1.2.4	Take out and remove timber single door size 813 x 2032mm high	no	7,0	
1.6.1.2.5	Take out and remove timber double door size 1613 x 2032mm high	no	4,0	
1.6.1.2.6	Take out and remove glazed window with steel frame size 1500 x 1200mm and prepare to close up opening	no	1,0	
1.6.1.2.7	Take out and remove broken glass from steel windows including cleaning out and preparing for new glass	no	4,0	
1.6.1.2.8	Take out and remove toilet wc including disconnection from pipes, traps, etc	no	1,0	
1.6.1.2.9	Take out and remove urinal including disconnection from pipes, traps, etc	no	1,0	
1.6.1.2.10	Take out and remove basin tap including disconnection from pipes, traps, etc	no	3,0	
1.6.1.2.11	Take out and remove single bowl kitchen sink including disconnection from pipes, traps, etc	no	1,0	
1.6.1.2.12	Take out and remove kitchen sink mixer tap	no	1,0	
1.6.2	SECTION 2: EARTHWORK			
1.6.2.1	Site Clearance			
1.6.2.1.1	Clear site by digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth, bush, etc	m2	364,9	

1.6.3	SECTION 3: CONCRETE, FORMWORK AND REINFORCEMENT			
1.6.3.1	Reinforcement			
1.6.3.1.1	75 mm wide galvanized brick reinforcement built into half-brick walls, laid every 5th course (door opening)	m	4,4	
1.6.3.1.2	75 mm wide galvanized brick reinforcement built into half-brick walls, laid every 5th course (window opening)	m	4,8	
1.6.4	SECTION 4: MASONRY			
1.6.4.1	SUPERSTRUCTURE BRICKWORK			
	Brickwork of NFP in class II mortar: Brickwork to be assumed as 110mm			
1.6.4.1.1	Half brick walls (door opening)	m2	1,7	
1.6.4.1.2	Half brick walls (window opening)	m2	1,8	
1.6.5	SECTION 5: CARPENTRY AND JOINERY			
	-			
1.6.5.1	Doors			
	-			
1.6.5.1.1	Internal solidi core 813 x 2032mm high timber single door	no	7,0	
1.6.5.1.2	1613 x 2032mm high timber double door	no	4,0	
1.6.6	SECTION 6: CEILINGS, PARTITIONS AND ACCESS FLOORING			
1.6.6.1	Ceiling trap door 600 x 600mm upward opening, to match existing ceiling	no	2,0	
1.6.7	SECTION 7: FLOOR COVERING			
1.6.7.1	Self-levelling screed at 100mm deep	m2	207,7	
1.6.8	SECTION 8: IRONMONGERY			
1.6.8.1	Brass hinges for all doors	no	30,0	
1.6.8.2	2 lever lockset	no	11,0	
1.6.8.3	Heavy duty right handed brass window handle	no	18,0	
1.6.8.4	Brass plated window pegstay with screw 200mm B1PEG200SHF/BPA	no	16,0	

1.6.9	SECTION 9: METALWORK			
1.6.9.1	Gate size 4 x 2,1m	no	1,0	
1.6.9.2	Gate size 2.5 x 2,1m	no	1,0	
1.6.10	SECTION 10: PLASTERING			
1.6.10.1	Cement plaster on brickwork on internal plaster walls	m2	548,0	
1.6.10.2	Cement plaster on brickwork on external walls	m2	233,4	
1.6.11	SECTION 11: GLAZING			
	Note: Glass assumed to be 4mm			
1.6.11.1	4mm glass window panes exceeding 0,1m2 and not exceeding 0,5m2	m2	0,5	
1.6.11.2	4mm glass window panes exceeding 0,5m2 and not exceeding 2m2	m2	0,6	
1.6.12	SECTION 12: PAINTING			
1.6.12.1	One coat alkaline resistant plaster primer and two coats superior acrylic PVA emulsion paint on internal plastered walls	m2	548,0	
1.6.12.2	One coat alkaline resistant plaster primer and two coats superior acrylic PVA emulsion paint on external plastered walls	m2	233,4	
1.6.12.3	One coat alkaline resistant plaster primer and two coats superior acrylic PVA emulsion paint on ceiling, including trap doors	m2	49,5	
1.6.12.4	One coat wood primer, one universal alkyd based undercoat and two coats alkyd based eggshell enamel paint on 813 x 2032mm high Single door	m2	23,1	
1.6.12.5	One coat wood primer, one universal alkyd based undercoat and two coats alkyd based eggshell enamel paint 1613 x 2032mm high Double door	m2	24,5	
1.6.12.6	Spot prime defects in pre-primed surfaces with zinc chromate primer and apply one universal alkyd based undercoat and two coats alkyd based high gloss enamel paint on window frames with burglar bars	m2	19,1	
1.6.12.7	Spot prime defects in pre-primed surfaces with zinc chromate primer and apply one universal alkyd based undercoat and two coats alkyd based high gloss enamel paint on the gates	m2	18,9	

1.6.13	SECTION 13: PLUMBING AND DRAINAGE			
1.6.13.1	Sanitary fitting			
1.6.13.1.1	Front flush toilet incl. seat close coupled	no	1,0	
1.6.13.1.2	Urinal also ceramic incl. kit and spreader	no	1,0	
1.6.13.1.3	Basin mixer tap	no	3,0	
1.6.13.1.4	Single bowl kitchen sink	no	1,0	
1.6.13.1.5	Mounted kitchen sink mixer tap	no	1,0	
1.6.14	SECTION 14: EXTERNAL WORK			
1.6.14.1	Diamond wire mesh fencing			
1.6.14.1.1	70 x 70mm Galvanised Diamond mesh fence 2100mm high with 750mm high flat wrap razor wire fixed to top with strand wire of 2.9mm diameter fixed to posts, y-standards, droppers, etc with posts at 2475mm centres with 500mm bottom ends cast onto 15Mpa concrete footing, 450 x 300mm deep in ground including excavation at 800mm deep, leaving clean and neat	m	247,0	
	Site establishment Sub-total			
1.6.15	Provisional sums			
1.6.15.1	Provisional sums for plumbing and drainage	sum	1,0	
1.6.15.2	Provisional sums for electrical work	sum	1,0	
1.6.15.3	Provision sums for external work	sum	1,0	
	Provisional sum total			
	Site establishment Total			
1.7	Provision of Transport			
1.7.1	Double cab on site (limited to 10km a day)	Per Km	25060,0	
1.7.2	Home-Work-Home (limited to 45km a day using the double cabs)	Per Km	112770,0	
1.8	Accommodation			

1.8.1	Accommodation for Stuff (limited to 6 employees)	Per Month	360,0	
2	Labour			
	The Contractor should include the price list for day-to-day maintenance and overtimes allowance.	Note		
2.1	<u>NORMAL TIME-DAY SHIFT</u>			
2.1.1	Site Manager x 1	Hrs	10024,0	
2.1.2	Health and Safety Officer x 1	Hrs	10024,0	
2.1.3	Certified Technician x 4	Hrs	40096,0	
2.1.4	General worker x 4	Hrs	40096,0	
2.2	<u>OVERTIME</u>			
2.2.1	Certified Technician x 4	Hrs	1920,0	
2.2.2	General worker x 4	Hrs	1920,0	
3	Fire Emergency Equipment Maintenance			
	A signed comprehensive report to be submitted monthly to Fire Risk Management indicating all work done according to the scope of work.	Note		
	All Serviceable Equipment to be allocated a serviceable sticker to indicate next Service Due Date	Note		
3.1	<u>Fire Extinguisher</u>			
-	-			
3.1.1	Fire extinguisher Maintenance & Services - to include the provision of instruction labels, monthly inspection stickers, and the replacement of all damaged or scrapped extinguisher parts.	Note		
3.1.1.1	9kg DCP fire extinguisher	Annually	19830,0	
3.1.1.2	5kg CO2 fire extinguisher	Annually	7500,0	
3.1.2	Fire Extinguisher Periodic Inspection			
3.1.2.1	9kg DCP fire extinguisher	Monthly	60000,0	
3.1.2.2	5kg CO2 fire extinguisher	Monthly	60000,0	
3.1.3	Fire Extinguishers redundant to replace			

	9kg DCP fire extinguisher	As & when required basis	500,0	
	5kg CO2 fire extinguisher	As & when required basis	500,0	
3.2	<u>Fire Hose Reel</u>			
-	-			
3.2.1	Fire Hose Reel to include provision of 30m PCV hose, stop valve, gland packing, nozzle, clamps, instruction label, monthly inspection sticker, replacement reel, and replacement of components on waterways.	Note		
3.2.1.1	Test and service of fire hose reel	Annually	9000,0	
3.2.1.2	Fire hose Reel Periodic Inspection	Monthly	9000,0	
3.2.1.3	Fire hose Reel redundant to replace	As & when required basis	750,0	
3.3	<u>Hydrants</u>			
3.3.1	Test and service of hydrants	Annually	8000,0	
3.3.2	Hydrants Periodic Inspection	Monthly	12000,0	
3.3.3	Hydrants redundant to replace	As & when required basis	1250,0	
3.4	<u>Hydraulic/Pneumatic Equipment</u>			
3.4.1	Servicing of Hydraulic/Pneumatic Rescue Set to includes Dye Penetrant Testing (Dye Pen Test) for the components listed below	Note		
3.4.1.1	Servicing of Jaws of Life	Annually	5,0	
3.4.1.2	Servicing of scherms	Annually	5,0	
3.4.1.3	Servicing of rambars	Annually	5,0	
3.4.1.4	Servicing of hydraulic pipes	Annually	5,0	
3.4.1.5	Servicing hydraulic pump	Annually	5,0	
3.5	<u>Small Gear and Hand Tool</u>			
3.5.1	Small gear and hand tool service to include circular saw, portable generator, PPV, and chain saw	Annually	5,0	
3.5.2	Replacement of small gear and hand tool	As & when required basis	5,0	
3.6	<u>Self Containing Breathing Apparatus (SCBA)</u>			
3.6.1	SCBA cylinders service	Annually	300,0	
3.6.2	SCBA cylinders mobile charging unit and refilling compressors service	Annually	10,0	
3.6.3	SCBA service of backpacks with masks	Annually	300,0	

3.6.4	Replacement of redundant set	As & when required basis	150,0	
3.7	<u>Trailer Skid Unit(Wildfire trailer) and Skid Unit - Bakkie Mounted (grassfire unit)</u>			
-	-			
3.7.1	Wild Fire Trailer Unit			
3.7.1.1	Wild fire trailer unit services	Bi- Annually	20,0	
3.7.1.2	Replacement of redundant pump	As & when required basis	10,0	
3.7.1.3	Replacement of redundant water tank	As & when required basis	10,0	
3.7.2	Grass Fire Unit			
3.7.2.1	Grass fire unit services	Bi- Annually	30,0	
3.7.2.2	Replacement of redundant pump	As & when required basis	15,0	
3.7.2.3	Replacement of redundant water tank	As & when required basis	15,0	
3.8	<u>Adjustable Fire Nozzles</u>			
3.8.1	Fire nozzles service	Annually	150,0	
3.8.2	Replacement of adjustable fire nozzle	As & when required basis	50,0	
3.9	<u>Fire Fighting Hose with coupling</u>			
-	-			
3.9.1	Fire fighting hose with coupling to include the provision of male and female couplings, seal replacement lugs, replacement hoses (45mm, 65mm, and 38mm), primer, primer belt, spark plug, and discharge valve.	Note		
-	-			
3.9.1.1	Fire Hose with Coupling Services (including pressure test)			
3.9.1.1.1	60mm x 30 metres hose	Bi- Annually	9500,0	
3.9.1.1.2	45mm x 30 metres hose	Bi- Annually	6000,0	
3.9.1.1.3	38mm x 30 meters hose	Bi- Annually	3500,0	
3.9.1.2	Fire Hose with Coupling Replacement			
3.9.1.2.1	60mm x 30 metres hose	As & when required basis	425,0	
3.9.1.2.2	45mm x 30 metres hose	As & when required basis	225,0	
3.9.1.2.3	38mm x 30 meters hose	As & when required basis	150,0	
3.10	<u>Inline Inductors</u>			
-	-			
3.10.1	Inline inductor Services			
3.10.1.1	Inductor 225	Annually	10,0	
3.10.1.2	Inductor 450	Annually	10,0	
3.10.2	Inline inductor Replacement			
3.10.2.1	Inductor 225	As & when required basis	10,0	

3.10.2.2	Inductor 450	As & when required basis	10,0	
3.11	<u>Suction Hose 75mm to 200mm</u>			
3.11.1	Suction hose 75mm to 200mm service (pressure and vacuum testing)	Annually	10,0	
3.11.2	Replacement suction hoses	As & when required basis	10,0	
3.12	<u>FireDETEC gas fire suppression systems</u>			
-	-			
3.12.1	FireDETEC gas system service	Annually	10,0	
3.12.2	Inspection of gas cylinder	Weekly	104,0	
3.12.3	Inspection of FireDETEC gas system	Monthly	24,0	
3.13	<u>Vetter Bag set (Air Bags)</u>			
-	-			
3.13.1	Vetter bag to include the provision of O rings, airbag replacement (16 ton, 32 ton, & 64 ton), gauges, high pressure air pipe with quick release coupling, and screw in connection to connect to SCBA cylinder	Note		
3.13.1.1	Vetter Bag set inspection	Annually	5,0	
3.13.1.2	Replacement of vetter bag	As & when required basis	5,0	
3.14	<u>Safety signs for fire emergency equipment</u>	As & when required basis	5000,0	
3.15	<u>Fire equipment boxes/ PVC cover</u>	As & when required basis	20,0	
-	-			
3.16	<u>Hydrostatic Pressure test of SCBA cylinders (Steel / Composite)</u>	Item	1,0	

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work.....	36
C3.1: Employer's service Information.....	37
1 Description of the <i>service</i>	39
1.1 Executive overview.....	39
1.2 <i>Employer's</i> requirements for the <i>service</i>	39
1.3 Interpretation and terminology.....	43
2 Management strategy and start up.....	45
2.1 The <i>Contractor's</i> plan for the <i>service</i>	45
2.2 Management meetings.....	45
2.3 <i>Contractor's</i> management, supervision and key people.....	45
2.4 Provision of bonds and guarantees.....	45
2.5 Documentation control.....	45
2.6 Invoicing and payment.....	46
2.7 Contract change management.....	46
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	46
2.9 Insurance provided by the <i>Employer</i>	46
2.10 Training workshops and technology transfer.....	46
2.11 Design and supply of Equipment.....	46
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use.....	46
2.12.1 Equipment.....	46
2.12.2 Information and other things.....	46
2.13 Management of work done by Task Order.....	47
3 Health and safety, the environment and quality assurance.....	48
3.1 Health and safety risk management.....	48
3.2 Environmental constraints and management.....	54
3.3 Quality assurance requirements.....	54
4 Procurement.....	57
4.1 People.....	57
4.1.1 Minimum requirements of people employed.....	57
4.1.2 BBEE and preferencing scheme.....	57
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA). Error! Bookmark not defined.	
4.2 Subcontracting.....	57
4.2.1 Preferred subcontractors.....	57
4.2.2 Subcontract documentation, and assessment of subcontract tenders.....	58
4.2.3 Limitations on subcontracting.....	58
4.2.4 Attendance on subcontractors.....	Error! Bookmark not defined.
4.3 Plant and Materials.....	58
4.3.1 Specifications.....	58
4.3.2 Correction of defects.....	58
4.3.3 <i>Contractor's</i> procurement of Plant and Materials.....	58
4.3.4 Tests and inspections before delivery.....	58
4.3.5 Plant & Materials provided "free issue" by the <i>Employer</i>	59
4.3.6 Cataloguing requirements by the <i>Contractor</i>	59
5 Working on the Affected Property.....	60
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations.....	60
5.2 People restrictions, hours of work, conduct and records.....	60
5.3 Health and safety facilities on the Affected Property.....	60
5.4 Environmental controls, fauna & flora.....	61
5.5 Cooperating with and obtaining acceptance of Others.....	61
5.6 Records of <i>Contractor's</i> Equipment.....	61
5.7 Equipment provided by the <i>Employer</i>	61

5.8	Site services and facilities	61
5.8.1	Provided by the <i>Employer</i>	61
5.8.2	Provided by the <i>Contractor</i>	61
5.9	Control of noise, dust, water and waste	61
5.10	Hook ups to existing works	62
5.11	Tests and inspections	62
5.11.1	Description of tests and inspections	62
5.11.2	Materials facilities and samples for tests and inspections	62
6	List of drawings.....	63
6.1	Drawings issued by the <i>Employer</i>	63

1 Description of the service

1.1 Executive overview

Maintenance and servicing contract is required to keep all fire and emergency equipment at Eskom Medupi Power Station Generation division, Lephalale, at an acceptable standard and condition as required by Occupational Health and Safety act 85 of 1993, National Building Regulation no.103 of 1977, Fire Brigade Services Act 99 of 1987 and SANS 1475 Production of Reconditioned Fire Fighting Equipment.

Maintenance and Inspections performed shall be monthly to confirm visual operational status of fire equipment. The establishment of a registered SANS 1475 workshop. This schedule establishes preventative maintenance of Fire Equipment to minimize the likelihood of breakdowns and constantly ensuring readiness

1.2 Employer's requirements for the service

Scope of work for the maintenance / replacement of fire emergency equipment

The scope comprises the following but is not limited to:

- a) Servicing and Maintenance of Fire Extinguishers
- b) Periodically repair and replace extinguishers.
- c) Service and periodically repair or replace fire hose reels and hydrants in conjunction with the Eskom Medupi Maintenance Department.
- d) Service, Maintenance and certification of Hydraulic Rescue equipment
- e) Service, Maintenance and certification of Pneumatic Rescue equipment
- f) Maintenance and replacement of Stabilising equipment
- g) Maintenance and replacement on Adjustable Fire Fighting Nozzles
- h) Service and Maintenance of PPV fans
- i) Service and Maintenance of Fire Department Generators
- j) Servicing and Maintenance of complete sets of SCBA
- k) Periodically repair and replacement of complete sets of SCBA
- l) Service and Maintenance of SCBA Compressors
- m) Servicing, Repairing and Replacements on Skid Units & Skid Unit Trailers
- n) Servicing and Maintenance on hand tools and small gear
- o) Maintenance of Fire Fighting Hoses and Replacements

1.2.1 Inspections

Inspections to be carried out on a day-to-day basis on all fire related equipment and should include the following:

- Fire Extinguishers
- Hose Reels
- Hydrants
- Relevant Fire Signs

A signed comprehensive monthly report to be submitted to fire risk management indicating all work done according to this scope.

1.2.2 Services

When service date is reached the following is to be done on fire equipment.

a) Extinguishers

- i. Extinguisher is to be removed from its position and replaced with a serviceable unit
- ii. Extinguisher to be stripped
- iii. Extinguisher is to be inspected for any defects, such as rust, cracks and any deformities rendering it inoperable
- iv. Extinguisher hoses deteriorated from exposure to the elements are to be replaced
- v. Extinguisher gauges to be checked and calibrated
- vi. Extinguishers that are faded or slightly rusted must be sandblasted and repainted and all decals replaced
- vii. Extinguishers to be pressure tested (See 3.3)
- viii. Extinguishers to be supplied with Pressure Test Certificates post service
- ix. Ensure Hydrostatic testing of CO2 extinguishers with Certification when required (See 3.3)
- x. Inspection sticker to be added indicating next Service Date
- xi. Information / Instruction Stickers to be present on all units
- xii. PVC covers for extinguishers are in place
- xiii. Ensure Fire extinguisher bracket mountings are in place
- xiv. Ensure that the fire bank has symbolic signs for Extinguishers
- xv. Disposable Certificate supplied when Extinguisher exceeds lifespan
- xvi. Lockable Fire Extinguisher Cabinets to be available at identified locations

b) Hose Reels

- i. Hose Reels to be inspected monthly indicated on a monthly inspection sticker
- ii. Nozzles to be inspected and replaced when defective
- iii. Inspect Isolation Valve's functionality and repair or replace when defective
- iv. Inspect drum functionality and repair or replace when defective
- v. Inspect waterways for leaks and repair or replace when defective
- vi. Ensure that the fire bank has a symbolic sign for Hose Reels
- vii. PVC covers for hose reels
- viii. Next Service date sticker to be supplied on the outside as well on the inside of the drum
- ix. Ensure that all spares are readily available at the Fire Station Storeroom

c) Hydrants

- i. Hydrants to be checked monthly for leaks etc. and any deformities rendering it inoperable
- ii. Monthly Inspection sticker needs to be placed on all units
- iii. Inspection sticker to be placed indicating next Service Date on all units
- iv. Hydrants to be flushed monthly
- v. Hydrants seals to be in place and replaced if necessary
- vi. Ensure that the fire hydrants lugs are in good condition, if not load a defect
- vii. Ensure that the fire bank has a symbolic sign for hydrants
- viii. Ensure that damaged fire hydrants are reported, and defects are loaded

ix. Ensure that spares are readily available at the Fire Station Storeroom

d) Fire Fighting Equipment

i. Hydraulic / Pneumatic Rescue Equipment

1. Replace with spare set of Hydraulic / Pneumatic Equipment at onset of Service
2. Place Service Label and date of next Service on each equipment Serviced
3. Service as per OEM requirements
4. Service or replace affected moving parts and critical components

ii. Small Gear and Hand Tools

All small gear and hand tools should be replaced by a spare set if equipment is sent away for prolonged period for OEM Servicing

1. Replacement of Hand tools and Small Gear
2. Service or replace affected moving parts and critical components

iii. SCBA

1. Cylinders to be Hydrostatic Pressure Tested
2. Replacement of redundant Cylinders
3. Replacement of redundant Back-Plates
4. Replacement of redundant Masks and Harnesses
5. Replacement of redundant Demand Valves
6. Hydrostatic Pressure Test of cylinders of Fixed Charging Unit

iv. Wildfire Trailer and Grass Fire Unit

1. Wildfire trailer / unit services according to OEM
2. Replacement of redundant pump
3. Replacement of redundant water tank
4. Replacement of redundant piping
5. Replacement of redundant high-pressure nozzle
6. Redundant Battery Replacement
7. Repair or replace Grass Beaters

v. Fire Detection and Alarms

1. Installation of battery-operated heat and smoke detectors in cabins and offices
2. Replacement of redundant heat and smoke detector
3. Service of heat and smoke detector according to OEM

vi. Adjustable Fire Nozzles

1. Fire nozzles service
2. Replace redundant fire nozzle
3. Repair fixable nozzle with correct parts
4. Service or replace affected moving parts and critical components

vii. Fire Fighting Hoses (38mm-100mm)

1. Replace Male coupling if defective
2. Replace Female coupling if defective
3. Hoses Binding if necessary

4. Replace missing Seals
5. Lug Replacement if damaged

viii. **Inline Inductors**

1. Replacement of irreparable inductor 225
2. Replacement of irreparable inductor 450
3. Service or replace affected moving parts and critical components

ix. **SCBA mobile and fixed refilling Compressors**

1. OEM specific service required
2. One set at a time to be send for Servicing
3. Service or replace affected moving parts and critical components

1.2.3 Frequency

DESCRIPTION	FREQUENCY	RESPONSIBLE PERSON
A Signed comprehensive report to be submitted to Fire Risk Management indicating all work done according to this scope	Monthly	Competent person
All Serviceable Equipment to be allocated an Serviceable sticker to indicate next Service Due Date	When required	Competent person
Service and maintain all DCP Extinguishers	Annual	Competent person
Service and maintain all Co ₂ Extinguishers	Annual	Competent person
Test and service of fire hose reels	Annual	Competent person
Pressure test of delivery hoses 38 mm to 65mm	Annual	Competent person
Hydrostatic Pressure test of SCBA cylinders (Steel / Composite)	5 Yearly	OEM
Test and service of hydrants	Annual	Competent person
Service of hydraulic rescue set (Dye pen test)	Annual	OEM
SERVICE OF SMALL GEAR; - Circular Saw - Portable Generator - PPV - Chain Saw	Annual	OEM
SCBA compressor service (Mobile and Fixed)	Annual	OEM
Service skid units	Bi-Annual	OEM
Service skid unit's trailers	Bi-Annual	OEM
Fire equipment boxes/ PVC cover	When required	Competent person
Service and Replacement of adjustable Fire Nozzles	When required	Competent person
Safety signs for emergency equipment	When required	Competent person

1.2.4 Description of Critical Spares

DESCRIPTION	FREQUENCY	RESPONSIBLE PERSON
EXTINGUISHERS SPARES		
A. Instruction label	As & when required	Competent person
B. Monthly inspection sticker	As & when required	Competent person
C. Replacement of all scrapped extinguisher	As & when required	Competent person
FIRE HOSE REELS SPARES		
A. Stop valve	As & when required	Competent person
B. 30m PVC hose	As & when required	Competent person
C. Gland packing	As & when required	Competent person

D. Nozzle	As & when required	Competent person
E. Clamps	As & when required	Competent person
F. Instruction label	As & when required	Competent person
G. Monthly inspection sticker	As & when required	Competent person
H. Replacement reel	As & when required	Competent person
I. Replacement on waterways	As & when required	Competent person
FIRE FIGHTING HOSE SPARES		
A. Male coupling	As & when required	Competent person
B. Female coupling	As & when required	Competent person
C. Seal	As & when required	Competent person
AIRBAGS SPARES (VETTERBAG)		
A. O rings	As & when required	Competent person
B. Airbag replacement 16 ton	As & when required	Competent person
C. Airbag replacement 32 ton	As & when required	Competent person
D. Airbag replacement 64 ton	As & when required	Competent person
E. Gauges	As & when required	Competent person
F. High pressure air pipe with quick release coupling	As & when required	Competent person
G. Adjust backup connection to connect to SCBA cylinder	As & when required	Competent person

1.2.5 The Contractor's main responsibilities

- a. The Contractor shall ensure that this scope of work is executed accordingly.
- b. The Contractor shall provide a certified SAQCC workshop and offices that complies to the SANS 1475 requirements at Medupi Power Station.
- c. The Contractor must have an onsite contract manager and workshop.
- d. The Contractor must have a registered workshop in the local Lephalale municipal service area. (Local companies to get preference)
- e. The Contractor must ensure that a minimum of four (4) SAQCC registered technicians are available to perform their daily duties.
- f. The Contractor must ensure that a minimum of four (4) general workers is always available to perform their daily duties.
- g. The Contractor to ensure the availability of a Safety/ Quality Officer to perform their daily safety duties.
- h. The Contractor shall provide two of their own transportation to conduct daily duties. (Vehicles to be roadworthy and compliant with Eskom Safety Standards.)
- i. The Contractor to provide accommodation for (6) employees. (Local employees to get preference)
- j. The Contractor shall provide a comprehensive Station Wide (Units, Outside Plant, Buildings, Coal/Ash Stock Yards, Mobile Equipment, ESKOM Cabins, Silo's, Transfer Houses, Eskom housing. Ext 30, portion 7, Eskom Marapong contractor's village, and Eskom vehicles) fire equipment list that will consist of exact location, proper numbering, and defect identification.
- k. The Contractor shall then develop a project plan to successfully be able to execute this scope of work.

1.3 Interpretation and terminology

Term	Description
Fire Truck/Engine	Fire Fighting Vehicle
Hazmat Vehicle	Hazardous Equipment Vehicle for First Responder
Skid Unit	Wild Land Fire Fighting Vehicle / Unit
Small Gear	Is referred as Circular Saw, chainsaw, Reciprocating Saw, Cordless Drill, Positive Pressure Ventilator and Electrical Generator

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CO ₂	Carbon Dioxide
DCP	Dry Chemical Powder
OEM	Original Equipment Manufacturer
PPV	Positive Pressure Ventilator
PVC	Poly Vinyl Chloride
SAQCC	South African Qualification and Certification Committee
SCBA	Self-Contained Breathing Apparatus

2 Management strategy and start up.

2.1 The Contractor's plan for the service

Submit the *Contractor's* plan for performing the *service* throughout the *service period* within period stated in the Contract Data. The plan should be in accordance with clause 21.2 of NEC 3 TSC.

The *Contractor* shall submit weekly and monthly report to the *Service Manager* for acceptance. The content of this report will be agreed by the Parties.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As an when required	Medupi Power Station	<i>Employer and Contractor</i>
Overall contract progress and feedback	Monthly	Medupi Power Station	<i>Employer and Contractor</i>

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

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

2.3 Contractor's management, supervision and key people

The *Contractor* to submit organogram, showing his personnel and their lines of authority and communication

Key people

- Onsite contract manager
- Four SAQCC registered technicians

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

All contractual communications will be in the form of properly compiled letters or a message in the email itself. The *Contractor* must comply with the requirements of Eskom document Management system. All documents provided to the *Contractor* shall remain part of the *Employer* asset at the end of the contract. All contractual communication shall be addressed to the *Service Manager*.

2.6 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 Invoiceseskomlocal@eskom.co.za and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4710303126;
- 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;
- Service entry and Goods receipt number

2.7 Contract change management

Refer to NEC TSC Core clause 6, in the event any change to the contract needs to be managed. *Employer* will use the forms with Eskom header for instruction to the *Contractor*.

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

The *Contractor* is required to keep record and submit proof of all the actuals, to be verified at the completion of the Payment Certificate and assessment, should the *Service Manager* request to do so.

2.9 Insurance provided by the *Employer*

Refer to Z12 on this under the *additional conditions of contract*

2.10 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

2.11 Design and supply of Equipment

The *Contractor* shall submit operating and maintenance manuals of all equipment onsite as an assurance that the Equipment will be able to allow the Contractor to Provide the Service efficiently and without delay. The liability for the design supply and use of the Equipment remains with the *Contractor*.

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

2.12.1 Equipment

To be agreed by both Parties before the end of *service period*.

2.12.2 Information and other things

If the information and other things are required, it will be discussed by the two Parties, and the provision of information and other things will be mutually agreed upon.

2.13 Management of work done by Task Order

Task Order serve as instruction by the *Service Manager* to the *Contractor* to carry out within a stated period of time and scope. The *Service Manager* will consult the *Contractor* about the contents of a Task Order before he issues it.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

3.1.1 Introduction

Medupi Power Station responsibility and commitment is to ensure a safe working environment is in line with its Safety, Health, Environmental, and Quality (SHEQ) Policy and applicable legislative obligations. This OHS specification is Medupi power station minimum requirements which are required to be met for the duration of the contract period by appointed *Contractor* and, where required, the delivery organisation. Appointed *Contractor* is expected to develop an OHS plan that meets these requirements as well as all the relevant applicable legislation that they conform to. Medupi Power Station in no way assumes the *Contractor's* legal responsibilities and liabilities. Appointed *Contractor* is and remains accountable for the quality and execution of their health and safety programme for their employees and appointed *Contractor* employees. This OHS specification reflects minimum requirements and should not be construed as all-encompassing.

3.1.2 Section 37(2) (Legal) Agreement

A section 37(2) agreement must be signed between Eskom and the main *Contractor* at the time of submitting the safety file. The main *Contractor* must ensure that a section 37(2) agreement is compiled between the main *Contractor* and all their appointed *Contractors* for the contract. The original copy of the section 37(2) agreement must be retained by the *Contractor*, and a copy must be retained by the *Service Manager*. A copy of all the agreements must form part of the respective *Contractor's* OHS file.

3.1.3 COID

The Appointed *Contractor* and all his/her appointed *Contractors* shall be registered with an appropriate employment compensation commissioner and have available a valid letter of good standing (LoG) from such commissioner. The obligation lies with the *Contractors* to ensure that the LoG remain valid throughout the contract period. A copy of the LoG must be filed in the *Contractor* OHS files.

3.1.4 Legislative Compliance

The Appointed *Contractor* will comply with all the legislation pertaining to this contract being:
The Main *Contractor* and all appointed *Contractors* will comply with all the legislation pertaining to this project being:

- The Constitution of the Republic of South Africa (particularly Section 24 of the Bill of Rights).
- Occupational Health and Safety Act 1993 (Act 85 of 1993) and its Regulations.
- National Environmental Management Act 1998 (Act 107 of 1998).
- Environment Conservation Act 1989 (Act 73 of 1989).
- National Water Act 1998 (Act 36 of 1998).
- Civil and Building Work Act.
- National Road Traffic Act 93 of 1996.
- Compensation for Occupational Injuries and Diseases Act.
- SANS Standards –*Contractor* shall use the relative standards applicable to the project.

3.1.5 Eskom Life-saving Rules

1. Eskom places a high value on health and safety and urges every organization that undertakes work for Eskom to do the same.
2. Eskom has developed five life-saving guidelines that will apply to all Eskom Medupi Power Station employees, agents, consultants, and *Contractors*. Any Eskom employee or employee of a Main *Contractor* or appointed *Contractor* who fails to follow these rules would be deemed a serious violation. These rules are in place to protect any employee, labour broker, or *Contractor* working from significant injury or death.
3. If any contractual work (including delivery of any product) is to be undertaken on Eskom Medupi Power Station premises, the rules shall be obeyed by any *Contractor* and their employees.

The rules are:

RULE	DESCRIPTION OF RULE
Rule 1	OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH (That is plant, any plant operating above 1000 V)
Rule 2	HOOK UP AT HEIGHTS Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.
Rule 3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts.
Rule 4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty
Rule 5	PERMIT TO WORK Where an authorisation limitation exists, no person shall work without the required permit to work.

Eskom Medupi Power station will take a zero-tolerance approach to these rules. Noncompliance to Life-saving rules is regarded serious misconduct and will result in serious disciplinary action, which may include dismissal. This is to ensure that everyone who works on or visits Eskom Medupi Power Station facility returns home to their families safely.

3.1.6 Fire Equipment and Maintenance

1. All firefighting equipment's that have been provided shall: a.
 - a. Be clearly labelled
 - b. Conspicuously numbered
 - c. Entered in a register
 - d. Inspected monthly by a competent person
2. Tested and serviced every 12 months.
3. Results entered in the register and signed by competent person.

3.1.7 First Aid and Equipment

1. The requirements of the OHS Act GSR 3 must be observed.
2. First aid appointments must be made to meet the legal requirements. Appointees must be trained to level 2 and the training service provider must be registered in accordance with section 26(1) of the Skills Development Amendment Act, Act No. 37 of 2008. It is good practice for all employees to be trained to at least level 1.
3. When appointing employees for work sites, cognisance must be taken into account the type of work performed, the distance teams are working apart and the terrain to be covered if an emergency should arise.
4. A list of emergency numbers must be displayed on the notice boards and made accessible for all employees.
5. Main *Contractor* must ensure that his /her employees and appointed *Contractor* employees are familiar with the emergency numbers.
6. *Contractors* shall have one first aid box for the first 5 persons and thereafter one for every 50 or team of workers on site or part thereof, taking into account the type of work performed and the distance between teams.
7. More first aid boxes shall be provided in accordance with the risk assessment. Boxes must be available and accessible for the immediate treatment of injured persons at the workplace.

8. For offices, signs indicating where the first aid box or boxes are kept as well as the name and contact details of the First Aider of such first aid box or boxes shall be erected.
9. The Main *Contractor* and appointed *Contractor* shall ensure that alternative arrangements be made for incidents occurring after working hours.

3.1.8 Tool Box Talks / Daily Team Talks / Pre Job Meetings

1. A meeting must be held prior to the commencement of the day's work with all relevant personnel associated with the work task in attendance. The job, relevant procedures, associated hazards, safety measures, i.e. the task risk assessments shall be discussed. Each employee who attends the briefing shall sign an attendance list of that pre-job brief form undertaking that they have an understanding of the tasks, risks and control measures required.
2. Where possible, tool box talks can be included in the pre-job brief meetings. If this does not occur, then weekly tool box talks must be conducted. The toolbox talk topics will be based on OHS issues pertaining to the project site. The topic and the contents shall be in writing. Attendance registers with the topic listed shall be kept.

3.1.9 Induction training

1. The Appointed *Contractor* shall ensure that all his / her employees, appointed *Contractors* and their employees have undergone the Eskom OHS induction training prior to commencing work on site.
2. Attendance registers must be completed of any induction training given, which must indicate that they have received and understood the induction training.
 3. Prior to attending the induction training, all employees must undergo a pre-employment medical examination and found fit for duty. A copy of the certificate of fitness must be kept in the OHS file on site for the duration of the contract.
4. All employees and visitors on site shall carry the proof of induction training in the form of access cards.
5. It is the *Contractor's* responsibility to keep records of induction training.

3.1.10 Housekeeping and Order

1. Appointed *Contractor* shall maintain a high standard of housekeeping within their work area and vehicles for the duration of the contract.
2. Prompt disposal of waste materials, scrap and rubbish is essential and be stored temporarily in a designated waste area, awaiting disposal.
3. Materials/objects shall not be left unsecured in elevated areas – falling objects may cause serious injuries/fatalities.
4. Nails protruding through timber shall be bent over or removed so as not to cause injury.
5. All packaging material including boxes, pallets, crates, etc. to be removed from the work area immediately.
6. On completion of his / her work, the *Contractor* is responsible for clearing his / her work area of all materials, scrap to the satisfaction of the client.
7. In cases where an inadequate standard of housekeeping has developed, compromising safety and cleanliness, anyone has the responsibility to bring it to the attention of the Main *Contractor* in the first instance and the Eskom project/contract manager in the second instance.
8. The Eskom Medupi Power Station Contract Manager has the right to instruct the Main *Contractor* and appointed *Contractors* to cease work until the area has been tidied up and made safe. Neither additional costs nor extension of time to the requirement will result into site cleaning by another cleaning *Contractor* company at the cost of the Main *Contractor*.
9. The Main *Contractor* shall carry out regular safety/housekeeping inspections daily to ensure maintenance of satisfactory standards. The Main *Contractor* shall document the results of each inspection and shall maintain records for viewing.

3.1.11 Occupational Health and Medical Assessments

Note: Eskom Medupi Power Station will only accept medical surveillances conducted by an Occupational Health Practitioner who holds a qualification in occupational health.

1. Appointed *Contractors* must ensure that their employees and their appointed *Contractor* employees have a valid medical fitness certificate.
2. In order for the appropriate medical examinations to be conducted, each employee must have a man job specification, which must indicate the description of work, list of hazards and potential occupational exposure limits, physical hazards and required physical attributes.
3. The Appointed *Contractor* must ensure that his / her employees and appointed *Contractor* employees have undergone pre-entry medical examination before starting work on the contract.
4. Medical fitness certificates shall be renewed annually for employees who are working on site. This shall be maintained until completion of the contract.
5. The Main *Contractor* shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.
6. The Appointed *Contractor* shall include in the OHS file the record of the employees exit medical fitness certificates as and when their employees leave the company.

3.1.12 Risk Assessments

It is a legal requirement in terms of Section 8 (2)(d) of the OHS Act for an employer to carry out risk assessments, to establish which risks and hazards are attached to the health and safety of persons due to any work which is performed, any article or substance which is, handled, stored, transported. A risk assessment is defined as an identification of the hazards associated with the scope of work and an estimate of the extent of the risks involved, considering whatever precautions are already being taken. It is essentially a three-stage process:

- identification of all hazards;
- evaluation of the risks;
- Measures to control the risks.

Risk assessments are required to be maintained. This means that significant changes to a process or activity, or any new process or activity should be subjected to a risk assessment and that if new hazards come to light during the work process, then these should also be subjected to risk assessments. Risk assessments for long term processes should be periodically reviewed and updated. Method statements or written safe work procedures are an effective method as information and record of the way jobs / tasks must be performed. Daily or issue based or task specific or on the job risk assessments must be conducted at the place where work is to be performed/ conducted to allow managers and employees to assess any inherent risks that could have been overlooked during the initial risk assessment or any changes that might have occurred in a period of absence. For example, if a job / task is extended over a day or halted due to inclement weather.

3.1.13 Vehicle Management

1. It is the responsibility of the driver to ensure:
 - a. Their passengers wear seat belts whilst the vehicle is in motion.
 - b. Comply with all traffic road rules, safety, direction and speed signs.
 - c. Ensure that vehicle loads are properly secured prior to moving off.
 - d. Ensure that vehicles are not overloaded.
2. No persons maybe transported at the back of the bakkie.
3. Drivers are required to conduct the route risk assessment prior to travelling/driving.
4. No drivers or operators may text, talk on cell phones or two-way radios whilst driving.
5. All drivers shall have a valid medical fitness certificate.
6. The First aid box with valid contents and fire extinguishers must be included in the vehicle, be services annually and inspected monthly. Drivers must be trained on how to use the First aid box and fire extinguishers.
7. Two triangles must be included in the vehicle and the emergency number be displayed at the back of the vehicle.
8. Each Project site that is enclosed by demarcation will have system/ process to manage vehicle access to site.
9. *Contractor* must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times and this is applicable to yellow plant.
10. Drivers of light vehicles must avoid stopping or parking in the vicinity of machines. At least 30 (thirty) meters must be left clear between such a vehicle and such a machine.

11. *Contractor* vehicles can be subject to inspections by the Client/Agent's representative. Vehicles which are not roadworthy will not be permitted to be used on site.
12. Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them. Precautions shall be taken to secure all loads properly. Loads projecting from vehicles shall be securely loaded and in daytime a red flag and during darkness a red light or red reflective material shall be attached to the extreme end of such projecting materials.

3.1.14 Personal Protective Equipment Requirements

1. The Main *Contractor* must provide a detailed programme that includes the issuing, maintenance and replacement of PPE for all his employees and appointed *Contractors* on site.
2. All *Contractors* shall comply with the requirements of GSR 2 of the OHS Act and PPE Specification Standard 240-44175132.
3. The risk based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
4. If there are exceptional circumstances in which certain activities necessitate the use of additional PPE, a risk assessment must be done, in which such PPE requirements will be determined and issued.
5. All *Contractors* shall ensure that their visitors wear and use the correct PPE whilst on worksites.
6. Where PPE is required and visitors are not in possession of, then it is the individual *Contractor's* responsibility to provide the PPE.
7. All PPE purchased and used by all *Contractor* employees including visitors must comply with the relevant SANS standards.
8. Where deemed as a requirement (as per risk assessment), then high visibility vests shall be worn.
9. Monthly inspection records of PPE must be kept in the Safety file
10. The *Contractor* shall provide training to his/her employees on the correct use, care and maintenance of PPE and keep the record.

3.1.15 Incident Management

All incidents shall be investigated in terms of OHS Act General Administrative Regulations 8 and 9, using Medupi Power Station Procedure 32-95 OHS incident management as a reference, and where injuries as contemplated in sections 24 and 25 have been sustained, be reported to the Department of Employment and Labour.

Contractors shall use the Medupi Power Station Flash report to report incidents immediately or before end of shift. The standard General Administrative Regulation Annexure 1 "Recording of an Incident form" for all incident investigation reports. The objective of incident investigation should not only be a legal requirement but should establish why and how the incident occurred and find out the real root cause of the incident and to decide on precautionary measures that are required to address the root cause to prevent any further recurrences of the same or similar incidents. The following must be taken into consideration to ensure compliance to Eskom Incident Management Procedure:

- All incident to be reported before end of the shift
- Ensure compliance to Medupi Power Station Incident Management Process
- Ensure compliance to Eskom Incident Management Procedure (32-95)
- All incidents must be investigated within seven (7) working days
- Appointed incident investigation chairperson must have the necessary competency to fulfil that function

3.1.16 Emergency Management

The art of emergency preparedness and response is to minimise the effects of any emergency and to restore normal activities as soon as possible. The *Contractor* must develop and align their own Emergency response plan with Medupi Power Station's to address any emergency which might arise at any given point in time. The *Contractor* to familiarise themselves with the Medupi Power Station emergency response plan and procedure. Periodic emergency drills must be undertaken to test the effectiveness of their plan. This must be recorded and provided on request.

3.1.17 Non-Conformance and Compliance

1. Any non-compliance to any health and safety requirement in this OHS specification is subject to discipline in terms of the Medupi Power Station Procurement and Supply Chain Management Procedure.
2. Main *Contractors* are required to implement a non-conformance procedure (if not already in place) for issuing to *Contractors* for transgressions. The procedure can include “quality” related non-conformance issues. Similarly, appointed *Contractors* must implement a non-conformance procedure.
3. The procedure for the issuing and closing off of non-conformance reports shall be strictly adhered to.
4. *Contractor* project management must monitor the close out of non-conformances issued, in not doing so; any recommendations made may not be implemented.
5. Where non-conformances are issued by Medupi Power Station then one of the close-out steps of the procedure will be for the offender to be called by the responsible project manager to explain the non-conformance issued and what plan is in place to prevent a recurrence of the non-conformance.
6. Should the *Contractor* fail to provide adequate PPE (as per PPE standards) to their employees for the tasks being performed and/or to visitors; failure to enforce the wearing of such PPE will be viewed as a transgression of the legislative and Medupi Power Station requirements.

3.1.18 OHS FILES

1. OHS file means documents or records in permanent form, containing the information about the safety and health management system from inception, execution to completion of works.
2. All *Contractors* are required to keep the OHS file on every project site. If there is more than one site per project, a file per site shall be kept at that site. *Contractors* may keep additional files at their head office as additional records. The OHS file shall be maintained by all the *Contractors* on their project sites and shall be available on request for audit and inspection purposes.
3. The OHS file shall consist of the OHS documentation/information in line with the OHS requirements/specification, legal and other requirements.
4. The sequence of filing the documentation must be kept in the same sequence as listed in this OHS requirements /specification and the OHS plan.
5. Each record shall be separated by partitions to afford easy identification and access. Each partition must be labelled.
6. On completion of the work/project, the main *Contractor* must hand over a consolidated health and safety file to the project manager.
7. In case where the project is extended, should the documentation in the OHS files become cumbersome, the older documentation must be archived in boxes which shall be correctly labelled and be available for auditing purposes. The archived documentation must be handed over at the completion of the project.

3.1.19 Work Stoppage

1. Any person may stop any activity where an unsafe act or unsafe condition that poses or may pose an imminent threat to the safety and health of an individual or create a risk of degradation of the environment. This includes any unauthorised work or service performed by, or legally or contractually non-compliant acts or omissions by, any contractor contracted to work at that site.
2. Work stoppages that are initiated due to OHS concerns, non-compliance, or poor performance related to the contractor’s works or services shall not warrant any financial compensation claim lodged against Medupi Power Station where the contractor has not met the requirements defined legally or contractually.
3. Where stoppages are carried out, the required non-conformance report shall be raised.
4. All work stoppages ideally should be investigated and documented by contract custodians.

3.1.20 Eskom's Right to Terminate the Contract

The *Contractor* shall at all times comply with Medupi Power Station’s occupational health and safety (OHS), legal and other requirements as amended for the duration of the contract. In addition, the *Contractor* shall comply with the requirements contained in the SHE Specification. Medupi Power Station reserves the right to terminate the contract in the event that the *Contractor* has built up a history of poor performance or non-conformance in relation to matters of Medupi Power Station OHS and legal compliance. No work may commence until the health and safety file has been approved by Medupi Power Station OHS personnel.

3.2 Environmental constraints and management

3.3.11 Environmental Requirements

- The *Contractor* shall have a documented and implemented environmental management system e.g., environmental policy, operational procedures relating to their activities, aspects/impacts register etc.
- The *Contractor* shall prepare an environmental management plan relating to their activities that will be carried out. The environmental management plan shall be based on, amongst others, Eskom Medupi Power Station's OEMP and any other applicable environmental legislation.
- The environmental management plan must include all the aspects and impacts relating to the activity and address the principle of continual improvement.
- The *Contractor* employees shall be inducted on the environmental requirements as per these documents.
- The *Contractor* shall comply with all Eskom Medupi Power Station environmental requirements such as policies, standards, and procedures.
- Non-conformance and incident reporting and investigations shall be done by the *Contractor*, such reports must include but not limited to the following information:
 - ✓ The cause of the non-conformance/incident
 - ✓ The proposed actions to correct and prevent recurrence.
- Eskom Medupi Power Station shall issue non-conformances where there are deviations from Eskom Medupi Power Station Procedures and any other environmental requirements.
- The *Contractor* shall allocate funds for the implementation of environmental requirements.
- The *Contractor* shall provide waste receptacles for their Laydown area and ensure that once the waste receptacles are full are taken to the designated waste area

3.3.12 Records

The following minimum records must be documented, and the *Contractor* must keep them in the Environmental Management file to fulfil ISO 14001: 2015 requirements.

- List of Interested and affected parties.
- Scope of EMS with physical boundaries (site layout)
- Internal and external issues/factors that would affect the organization.
- Environmental policy (proof of communication)
- Organizational roles, responsibility authority procedure
- Risk and Opportunities register.
- Aspects and impacts register.
- Objectives and targets (plan to track performance, either monthly or weekly)
- Compliance obligations
- Training Matrix
- Training Certificates
- Proof of environmental awareness including monthly environmental themes from Eskom
- Emergency and preparedness response plan from Eskom
- Work Instructions/Procedure (environmental incident reporting procedure, Environmental Management plan, Waste management plan, Handling and Storage of hazardous and chemical substances)
- Internal audit action plans, audit report etc.
- Management review meeting minutes
- NCR Procedure
- NCR Register
- NCR Close-out reports/forms

3.3 Quality assurance requirements

3.3.1 Contract execution

The *Contractor* shall submit the following documents within 30 days or as per stated timeline after the contract date, prior to the commencement of work, for acceptance by Eskom:

- The *Contractor* shall complete a QCP before contract award. This shall be reviewed and signed off by Eskom within 30 days or as per stated timeline after contract award.
- The *Contractor* shall complete a quality control plan and ITP(s) for review and acceptance by Eskom prior to the commencement of any work, inclusive of subcontracted work, within 30 days or as per stated timeline after contract award.
- The subcontractor QCP/ ITP shall be submitted for review and comment by the *Contractor* supplier and by Eskom within 30 days or as per stated timeline after the award of the tender. All *Contractor* and Eskom comments shall be resolved prior to commencing work.
- The equipment lists and an indication of pressurised components and systems.

Note: These plans are to be compiled in line with Eskom's requirements and will have to be discussed with, and approved by, Eskom prior to any work commencing.

- Correspondence shall be directed to the *Service Manager*, and periodic quality review meetings shall be convened by Eskom with the *Contractor*.
- The mandatory quality review meetings are to be convened by the nominated project quality manager or his/her representative for the contract.
- Monthly quality performance and management reports are to be prepared by the supplier during contract execution. The content of these reports shall be agreed by Eskom when submitted to Eskom on a monthly basis.

3.3.2 Contractor Quality Performance Monitoring Phase

During the contract execution phase, suppliers shall be monitored by Eskom for performance on quality-related aspects.

The outcomes of such monitoring will enable Eskom to take any appropriate actions pertaining to the *Contractor*.

The monitoring shall be carried out periodically by Eskom or at predetermined intervals during the execution of a contract using agreed key performance indicators. The monitored key performance areas include the following:

- CQP and QCP /ITP
- Delivery
- Design
- Cost
- Management system

Subsequent key performance indicators associated with these areas will include the following:

- Nonconformity monitoring
- Audit and assessment evaluation scoring
- Management system compliance and accreditation
- Achievement of delivery targets as per contractual agreements
- Process improvements
- Correction and corrective action response and closure

3.3.3 Contractor Quality Audit

1. Quality audits and related quality performance reviews are intended to provide an objective evaluation of compliance with performance expectations defined in this specification, in the *Contractor* contract quality plan (CQP), and in any other project Service Information specification.
2. Quality audits and related quality performance reviews include, but are not limited to, any quality or other project functional area audits, assessments, verification of compliance reviews, surveillance, inspections, or other interim or final assessments of scope of work deliverables provided by the *Contractor* or Subcontractor.
3. Quality audits and related quality performance reviews shall be carried out by trained, accredited, and experienced personnel in accordance with procedures documented in the CQP.
4. The *Contractor* shall submit, for Eskom review, documented processes for conducting project scope of work quality audits and related quality performance reviews. *Contractor* quality audits and related quality performance review processes shall be designed to address evaluation of progress towards completion of project functional area deliverables as well as final deliverable quality.

The *Contractor* shall provide a schedule of anticipated quality audits covering all functional areas and related quality performance reviews at the time of first post-contract award CQP submission

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- Four SAQCC registered technicians
- Police clearance

4.1.2 BBBEE and preferencing scheme

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

4.1.3 Supplier Development Localisation and Industrialisation

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the SDL&I in accordance with and as provided for in the *Contractor's* SDL&I Compliance Schedule

Skills Development:

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

Tenders are encouraged to propose Skill Development initiated in terms of the Skill required for this project

Skill types	Eskom Target	Entry level	Output	Tenderers proposal

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SDL&I criteria. Reports to be provided on a monthly contractual meeting.

SDL&I Penalty and Performance Security:

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations. For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the *Contractor* upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the *Contractor*.
- Submission of an approved compliance report by SDL&I Department.

4.2 Subcontracting

4.2.1 Preferred subcontractor

The *Contractor* may not use a subcontractor unless a written request is made to the *Employer* and accepted. The subcontractor must be EME or QSE's that are at least 51% Black Owned from rural/underdeveloped/township.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- a) The *Contractor* submits the proposed contract data for each subcontracting for acceptance to the *Project Manager*.
- b) The *Contractor* prepares s subcontracting document as according to the NEC Contract.
- c) The *Contractor* must inform the *Project Manager* when intending to subcontract some of the works from the contract scope.
- d) The *Contractor* takes note that their Subcontractors Safety Files will be accepted by the *Contractor* Safety Manager before it will be handed to the SHE practitioner/Officers for verification of compliance before any work commence. Proof of acceptance by the Contractor Safety Manager needs to be in the Safety file when handed over to SHE Practitioners for verification.
- e) The *Contractor* only employs qualified sub-contractors

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

4.3 Plant and Materials

4.3.1 Specifications

The *Contractor* shall be responsible for the supply of all materials unless specified elsewhere in a form of instruction. Where a material is specified in this document, the material supplied shall be exactly in accordance with the specification. If the *Contractor* intends to use similar or equivalent materials the *Contractor* shall apply in writing to the *Service Manager* for review and acceptance thereof.

- Spares and materials required for repairing, maintaining, replacing and new fitting will be provided by the *Contractor*.
- Consumables will be supplied by the *Contractor* (e.g., Pipe fitting, door hinges, paints, and spares).
- The *Contractor* will supply the required spares and material which the employer cannot supply.
- Any damage caused to existing insulation and cladding is repaired by the *Contractor* at his own cost prior to take over.

4.3.2 Correction of defects

The *Contractor* corrects notified Defects within five days which minimises the adverse effect on the *Employer* or Others. If the *Contractor* does not correct a Defect within five days required by this contract, the *Service Manager* assesses the cost to the *Employer* of having the Defect corrected by other people and the *Contractor* pays this amount.

4.3.3 Contractor's procurement of Plant and Materials

Replacement materials/components will be kept as the *Employer's* Inventory/stock and issued as stock items when required. The *Contractor* must inform the *Employer* immediately of any constraints experienced during the procurement process of plant and materials whenever required to procure any materials.

4.3.4 Tests and inspections before delivery

It is the *Contractor's* responsibility to ensure the machinery and equipment intended for use on this contract are inspected, tested and certified prior to delivery to site.

Regular inspections can be carried out by the *Employer* on an as and when required basis.

The *Contractor* and the *Employer* must maintain communication regarding the test and inspections that must be done and give feedback on the result obtained. The *Contractor* must inform the *Employer* in time for a test or inspection to be arranged and done before doing the work that will obstruct the test or inspection.

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

Both parties shall agree if there is any Plant and Material that the Contractor require to execute work. The *Employer* will provide a list of Plant and Materials to be provided before commencement of the task. The *Employer* will make arrangement for collection by Contractor or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials. All other Plant and Materials are to be provided by the *Contractor*.

4.3.6 Cataloguing requirements by the *Contractor*

Spares that are not catalogued can only be delivered with an approved ‘Data Capture Form’ (DCF) for that specific spare or assembly. The *Employer’s* will provide the *Contractor* with a DCF template for the specific spare. The *Contractor* will therefore be required to complete and submit DCF to the *Employer* for approval before delivery.

5 Working on the Affected Property

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

Medupi Power Station is declared a Nation Key Point (NKP), all regulations, Laws and procedures related to NKP must be strictly adhered to.

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

1. The *Contractor's* Safety file is to be approved by the *Employer's* Safety department.
2. Site-specific induction is to be done by all personnel.
3. All contract employees must have access permits to the site
4. All security requirements are adhered to
5. Employer's Site Entry and Security Controls, permits, and site regulations (Police Clearance) All *Contractor* personnel are to undertake Police Clearance. Certificates must be provided to the Site *Service Manager*. The Site *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 specific Power Station. The process shall be repeated every 12 months for low-risk employees (Risk Rating 5, 4) and every 6 months for medium to high-risk employees (Risk Rating 3).

5.2 People restrictions, hours of work, conduct and records

People restrictions

Contractor's employees are restricted to the Affected Property only

Hours of work

Normal working hours:

- a. Monday to Thursday **07:00 - 16:15(Lunch 12:00-12:30)**
- b. Fridays **07:00 - 12:00 (No lunch break)**

Conduct

- a) The *Contractor* and his employees are always required to maintain professional and ethical conduct, that upholds the Eskom values to the highest standard
- b) Should the *Contractor's* employees be found to contravene the Eskom values, lifesaving rules, and/or any of the regulations, the *Contractor* must institute disciplinary action, which may include removal from site, until the disciplinary process is concluded.

Records

The *Contractor* is expected to keep appropriate and sufficient records of the employees, including:

- a) *Contractor's* performance
- b) Safety and environmental statistics, and
- c) Any other required records as communicated by the *Employer*

Overtime

Overtime work should comply to Basic Conditions of Employment Act and Eskom condition of service

5.3 Health and safety facilities on the Affected Property

There is a medical station on site, fire and rescue service for assistance with serious incidents and treatment of all serious injuries during normal working hours. Emergency services are available during normal working hours by dialling this phone number 078 100 5614/ 014 762 2555 and also available after hours or else contacting the Electrical Operating Desk (EOD) at 014 762 6490/1. However, the *Contractor* is expected to handle all minor incidents in-house by providing a first aider and a first aid kit.

The *Contractor* must familiarise themselves with the emergency procedure which will be provided by the *Employer*. The *Service Manager* will inform the *Contractor* of the emergency preparedness (EP) procedure, and the *Contractor* must ensure that EP procedure is shared with the employees. All other requirements and/or facilities will be communicated by the *Employer* to the *Contractor*.

5.4 Environmental controls, fauna & flora

Medupi Power Station is maintaining a *Monitoring, Control and Eradication for Alien and Invasive Species Plan*. The *Contractor* shall support Medupi Power Station's initiative where necessary, in ensuring that alien and invasive plant species are maintained as per programme and within the legal requirements pertaining to such plant species. The relevant plan will be shared upon request with the *Contractor*.

5.5 Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area where others are performing work or activities. Should the *Contractor* request any interfaces with Others, it will be coordinated by the *Employer*.

5.6 Records of Contractor's Equipment

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.

Contractor needs to have a list of inventories of their equipment on site.

Proof of site entrance needs to be provided before equipment can be removed from site

A copy of the equipment list must be submitted to the *Employer*. The list must be regularly updated by the *Contractor* when there are changes

5.7 Equipment provided by the Employer

Equipment provided by the *Employer* is to be signed out on the tools register and returned in a serviceable condition. The *Contractor* will be responsible for replacement of the *Employer* equipment in case is lost or damaged.

5.8 Site services and facilities

5.8.1 Provided by the Employer

The *Employer* will provide power, water, waste disposal, ablutions, fire protection and lighting (etc) on the Affected Property. The *Contractor* shall provide everything else necessary for Providing the Service.

5.8.2 Provided by the Contractor

The *Contractor* is to provide accommodation, laboratories, storage, vehicles, personal protective equipment, tools, equipment, cell phones, stationery, consumables and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. These facilities upon completion of the contract shall remain the property of the *Employer*.

5.9 Control of noise, dust, water and waste

The *Contractor* will always be required to use appropriate PPE to mitigate and minimise exposure to noise and dust. Ear protection shall be worn whenever *Contractor* enters a plant with a noise level of 80db and above or working with machines that produce noise level of 80 db. The *Contractors* must always wear dust mask whenever they work in the dust environment. The *Contractor* must treat water as scarce resource and recycle where possible. The *Employer* advocates the appropriate disposal of waste to enhance recycling.

5.10 Hook ups to existing works

Hooking up on heights is a non-negotiable lifesaving rule of Eskom, Medupi Power Station applies Zero Tolerance to non-compliance of the rule or any other lifesaving rule. The same disciplinary process and procedure will be followed when any of the lifesaving rules have been breached.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The test and inspection to be carried out by the *Contractor*. The tests and inspections will be determined by the *Contractor* and communicated to the *Employer* for approval.

5.11.2 Materials facilities and samples for tests and inspections

The materials facilities and samples for test and inspection to be carried out by the *Contractor*. The Materials facilities and samples for tests and inspections will be determined by the *Contractor* and communicated to the *Employer* for approval.

