



NEC3 Term Service Contract (TSC3)

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

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

for **The provision of Ground Water Quality Monitoring services at Lethabo Power Station for the period of 5 years.**

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>	[•]

C1.1 Form of Offer & Acceptance

Offer

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

The provision of Ground Water Quality Monitoring services at Lethabo Power Station for the period of 5 years.

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is 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>X1: Price adjustment for inflation</p> <p>W1: Dispute resolution procedure</p> <p>X2 Changes in the law</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 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	016 457 5836
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	Lehlogonolo Moreoane
	Address	Lethabo Power Station Deneysville Road, Viljoensdrift
	Tel	+27 16 457 5836
	Fax	N/A

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

e-mail

MoreoaL@eskom.co.za

11.2(2)	The Affected Property is	Borehole and surface water structures at Lethabo Power Station.
11.2(13)	The <i>service</i> is	Sample, analyze , monitor and report on water quality of boreholes in accordance with Lethabo Water Use License and Eskom Ground water Monitoring Framework
11.2(14)	The following matters will be included in the Risk Register	Will be dealt with as they arise
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	three (3) business days
2	The Contractor's main responsibilities	No data required for this section of the <i>condition of contract</i>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	After each completed task order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 Days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall

Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	No data is required for this section of the <i>conditions of contract</i>
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i>
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>Modification of the contract due to changes in license requirements</p> <p>Blockages of boreholes</p>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).</p>
83.1	The <i>Employer</i> provides these additional insurances	<p>as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)</p>
83.1	The <i>Contractor</i> provides these additional insurances:	Whatever the Contractor deems necessary in addition to that provided by the Employer.
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i>	

	property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..

9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
----------	--------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

10 Data for main Option clause

A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 Weeks

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
---------	--------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

W1.4(2)	The <i>tribunal</i> is:	arbitration
---------	-------------------------	--------------------

W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1.1	<p>The <i>base date</i> for indices is</p> <p>The proper Price Adjustment Factor are:</p>	<p style="text-align: center;"> proportion linked to index for Index prepared by ----- 100% </p>
X2	Changes in the law	There is no Contract Dat section of the <i>conditions of contract</i>
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Table 1

Criteria	Unit	Target	Penalty	Penalty	Penalty
Late sampling	Days	0- Sampling should take place within 30 days of the sapling month	5 days overdue 10% of the total PO amount	10 days overdue 20%	15 days overdue 30% of the total PO amount
Late submission of the reports	Days	0-45 days after date of taking the sample	5 days overdue 5%	10 days overdue 10%	15 days overdue 15%
Non-conformances issued to the Contractor	Number	0	1 per month 1%	2 per month 3%	3 & more per month 5%
Failure to renew man power medicals fitness	Days	0	1	5	10 and above 5%

certificate			1%	3%	
Late invoicing due to non-submission of pro-forma invoice for processing which impact the cash flow projection on SAP	Days	30	35 1%	40 5%	45 and above 10%

X18 Limitation of liability

X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	<p>the amount of the deductible event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>
X18.3	The Contractor's liability for his design of an item of Equipment is limited to	<ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles in the Employer's assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>additional</p> <p>The Contractor's total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the Contractor is liable under this contract for</p> <ul style="list-style-type: none"> death of or injury to a person and infringement of an intellectual property right.
X18.5	The end of liability date is	<p>12 months after the end of the service period.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the Employer or the Supervisor before the defects date, without requiring any inspection not ordinarily carried out by the Employer or the Supervisor during that period.</p> <p>If the Employer or the Supervisor do undertake</p>

any inspection over and above the reasonable inspection, this does not place a greater responsibility on the *Employer* or the *Supervisor* to have discovered the Defect.

X19	Task Order
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 Z11 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

- Committing Party** means, as the context requires, the *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.
- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Insurance provided by the Employer

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

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

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

C1.2 Contract Data

Part two - Data provided by the Contractor

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	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

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 *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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

The provision of Ground Water Quality Monitoring services at Lethabo Power Station for the period of 3 years.

GROUNDWATER CONTRACT COST BREAKDOWN

ITEM	UNIT	QUANTITY	RATE	TOTAL
1. SHE Costs for the Contract Period				
1.1 All SHE costs (PPE, safety file etc.) and induction to be included	Each	1		
2. Routine Groundwater Monitoring Report				
2.1 Groundwater monitoring 2025 -2030- Quarterly	Each Report	12		
**Refer to 2 Scope of Work		Subtotal Routine Monitoring		
3. Toxicity Testing Report				
3.1 Toxicity testing 2026-2030 - Annually	Each Report	3		
**Refer to 3 Scope of Work		Subtotal Toxicity Testing		
4. Specialist Study Reports				
4.1 EC profiling	Each	1		
4.2 Aquifer testing	Each	1		
4.4 Geochemical Assessment	Each	1		
4.5 Aquifer vulnerability	Each	1		
4.6 Groundwater numerical modelling	Each	1		
4.7 Groundwater geophysics	Each	1		
4.8 Hydro census	Each	1		
4.8 Numerical and Conceptual site model	Each	1		
4.9 Investigation of pollution incidents	Each	3		
**Refer to 4 of Scope of Work		Subtotal Specialist Studies		
5. Borehole maintenance (as required)				
5.1 Borehole construction and fitting – fit for Monitoring	Each	6		
5.2 Decommissioning of borehole	Each	6		
5.3 Casing repairs/ replacements, locking mechanism repairs, signage repairs or replacements	Each	6		
5.4 Unblocking a borehole	Each	3		
5.5 Replacement of all borehole casing locking mechanism to a bee proof caps	Each	6		
**Refer to 5 of Scope of Work		Subtotal Borehole Maintenance		

Total Excluding Vat

Total Including Vat

**Suppliers can further expand on cost breakdown, however the above totals must be reflected on quote as a minimum

**Contractor to propose SEIFSA tables for calculation of annual CPA for 2021 (minimum of 10% to be fixed cost)

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER’S SERVICE INFORMATION

Contents

Part 3: Scope of Work..... 1

C3.1: Employer’s service Information 2

1 Description of the *service*..... 4

1.1 Executive overview 4

1.2 *Employer’s requirements for the service* 4

1.2.1 General 4

1.2.2 Routine Groundwater Monitoring and Sampling 7

1.2.3 Toxicity Testing 10

1.2.4 10

1.3 Interpretation and terminology 11

2 Management strategy and start up. 12

2.1 The *Contractor’s plan for the service*..... 12

2.4 *Contractor’s management, supervision and key people* 13

2.5 Provision of bonds and guarantees 13

2.6 Documentation control 13

2.7 Invoicing and payment 13

2.8 Contract change management 14

2.9 Records of Defined Cost to be kept by the *Contractor*..... 14

2.10 Insurance provided by the *Employer* 14

2.11 Training workshops and technology transfer 15

2.12 Design and supply of Equipment 15

2.13 Things provided at the end of the *service period* for the *Employer’s use* 15

2.13.1 Equipment 15

2.13.2 Information and other things 15

The *Employer* will provide a list of all procedures to be provided by the *contractor*. These procedures will remain property of the *contractor* after the end of the contract. 15

2.14 Management of work done by Task Order 15

3 Health and safety, the environment and quality assurance 15

3.1 Health and safety risk management 15

3.2 Environmental constraints and management 16

a) The contractor and or supplier shall have a documented and implemented environmental management system e.g. environmental policy, operational procedures relating to their activities, aspects/impacts register etc.; 16

b) The *Contractor* and or supplier 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 Lethabo Power Station’s EMP and any other applicable environmental legislation. The environmental management plan must include all the aspects and impacts relating to the *Contractors* activities. 16

c) The *Contractor* and or supplier shall comply with all Eskom Lethabo Power Station environmental requirements such as policies, standards and procedures; 16

d) The *Contractor* shall appoint trained and competent personnel in writing, who will have the responsibilities of implementing all environmental requirements on a specific contract; 16

e) Non-conformance and incident reporting and investigations shall be done by the contractor. 16

f) Polluter pays principles shall apply to all *Contractors*. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and the cost associated with that. 16

g) Eskom Lethabo Power Station shall issue non-conformances where there are deviations from Lethabo Power Station Procedures and any other environmental requirements; 16

h) The *Contractor* and or supplier shall allocate funds for the implementation of environmental requirements. 16

i) Adherence to the ‘Duty of Care’ as stipulated in section 28 of the National Environmental Management Act 107 of 2008. 16

j) All incident shall be managed according to Eskom Environmental incident management procedure-240-133087117 16

3.3 Quality assurance requirements 16

4 Procurement..... 17

4.1 People..... 17

4.1.1 Minimum requirements of people employed..... 17

Base requirements: The Contracting Company must have qualified personnel to conduct both sampling and analysis, on a minimal the personnel should have a degree in Hydrology or Geohydrological related field. And must be registered with a recognised professional body. 17

4.1.2 BBEE and referencing scheme 17

4.1.3 4.1.2 BBEE and referencing scheme 17

4.2 Subcontracting 21

4.2.1 Preferred subcontractors 21

4.2.2 Subcontract documentation, and assessment of subcontract tenders 21

4.2.3 Limitations on subcontracting 21

4.2.4 Attendance on subcontractors 21

4.3 Plant and Materials 21

4.3.1 Specifications and Procedures 21

4.3.2 Correction of defects 22

4.3.3 *Contractor’s* procurement of Plant and Materials 22

4.3.4 Tests and inspections before delivery 22

4.3.5 Plant & Materials provided “free issue” by the *Employer*..... 22

4.3.6 Cataloguing requirements by the *Contractor*..... 23

5 Working on the Affected Property 23

5.1 *Employer’s* site entry and security control, permits, and site regulations..... 23

5.2 People restrictions, hours of work, conduct and records..... 24

5.3 Health and safety facilities on the Affected Property 25

5.4 Environmental controls, fauna & flora..... 25

5.5 Cooperating with and obtaining acceptance of Others..... 25

5.6 Records of *Contractor's* Equipment..... 25

5.7 Equipment provided by the *Employer*..... 25

5.8 Site services and facilities..... 25

 5.8.1 Provided by the *Employer*..... 25

 5.8.2 Provided by the *Contractor*..... 27

5.9 Control of noise, dust, water and waste 27

5.10 Hook ups to existing works 27

5.11 Tests and inspections 27

 5.11.1 Description of tests and inspections 27

 5.11.2 Materials facilities and samples for tests and inspections 27

6 List of drawings 28

6.1 This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract. 28

1 Description of the service

1.1 Executive overview

The scope of work as described below must be performed in accordance with the Eskom Lethabo Power Station Water Use License (08/C22F/ABCGI/12312), amended March 2021, and Groundwater Governance Standard (240-85697643).

Description of the Services

1.1.1 The Service is described as “Ground Water Sampling and Monitoring Services”.

1.1.2 The service provider is responsible for routine monitoring, analysis and reporting of groundwater quality.

1.2.3 The service provider is responsible for annual toxicity testing on Groundwater monitoring samples

1.2.4. The service provider is responsible execution of specialist studies in accordance with the Eskom Groundwater Governance Standard document number 240-85697643

1.2.5. The service provider is responsible for maintenance of boreholes, as and when required.

1.2 Employer’s requirements for the service

1.2.1 General

- The Contractor will be responsible for:
 - Carrying out all the groundwater sampling on a quarterly basis (monitoring network include under 2.)
 - Sampling to take place within the following months
 - April 2025;
 - July 2025;
 - October 2025;
 - January 2026;
 - April 2026;
 - July 2026;
 - October 2026;
 - January 2027;
 - April 2027
 - July 2027
 - October 2027
 - January 2028
 - April 2028;
 - July 2028;
 - October 2028;
 - January 2029;
 - April 2029
 - July 2029
 - October 2029
 - January 2030
 - Hydrocarbon analysis on required boreholes (LB1, LB2 and LB4) – Quarterly
 - Bacteria analysis on required boreholes (Let 4) – Quarterly
 - Toxicity testing on all groundwater boreholes on an annual basis.
 - Toxicity testing to take place within the following months:
 - January 2026
 - January 2027;
 - January 2028
 - January 2029
 - January 2030
 - Submitting samples to SANAS accredited laboratories
 - Submitting chain of custody documents which should include the date of sampling, individual sampling, date when samples were submitted to lab and date analysis was conducted
 - Interpretation and compilation of monitoring reports
 - Reporting to client (Lethabo Power Station)
 - Attendance of quarterly meetings to discuss the results of the monitoring report and the current status of the monitoring cycle
 - Conducting specialist studies
 - Updating of database for Wish on an excel spreadsheet and submitting it to the client
 - Providing all data for each monitoring cycle including maps, actual data, GIS and other software data
 - Clearly indicating in the monitoring and modelling reports the need for active and/or passive remediation based on groundwater impact and risk to receptors
 - Unblocking of boreholes if and when required
 - Drilling of new boreholes if and when required
 - Maintenance of boreholes (casing repairs/replacement, locking mechanism repairs, signage repairs or replacement
 - Annual presentation to the Management Committee on the Groundwater
 - Conformance to all Eskom Lethabo Power Station Safety, Health and Environmental regulations and procedures. Responsible for all related SHE costs for the duration of the project.
- Reporting
 - The reports to be submitted as part of this contract shall describe but not be limited to the following:

PROJECT AND CONTRACT TITLE: GROUND WATER QUALITY MONITORING SERVICES AT LETHABO POWER STATION.

- The purpose and scope of the report including the executive summary;
- The dataset template provided by the station (WISH excel sheet) to be updated with each round of sampling and submitted to the station with the reports in soft copy format.
- All data generated belongs to the client and will be provided with each sampling round, all GIS maps and any other format of maps, graphs, drawings etc. will be provided in soft copy format with each round of sampling and/or specialist report
- The monitoring date, depth and time of sampling for each monitoring point
- Sampling and Monitoring Methodology;
- Monitoring Network Design – site dynamics;
- Quality Assurance and Controls;
- Field Measurements
- Groundwater quality;

- All maps have a legend, north arrow, title and scale.
 - Groundwater Levels and Contours;
 - Comparison with relevant Resource Quality Objectives described in the water use licence (Licence Number: 08/C22F/ABCGI/12312, Background, Drinking water quality standards respectively (SANS 241:2006)
 - Spatial and Temporal Trends and deviations;
 - Identify issues of access during the monitoring event;
 - Identify and delineate receptors;
 - Provide laboratory certificate of analyses;
 - Record all non-compliances;
 - Provide conclusions and recommendation containing proposed rehabilitative measures and the required measures to be implemented; and
 - A draft report must be submitted for review by the client – addressing of client's comments shall not take longer than 10 calendar days.
 - A soft copy of the final report shall be submitted to the Lethabo PS after each phase of groundwater monitoring and or completion of a specialist study.
 - Final reports shall be submitted within 45 calendar days of work sampling being completed.
- The Employer will be responsible for:
 - Reporting to the regulator (DWS)
 - Providing access to site
 - Provide relevant site information
 - Carry out recommendations

1.2.2 Routine Groundwater Monitoring and Sampling

The *Contractor* must conduct sampling of groundwater and surface water as follows:

- a) Groundwater sampling shall be carried in accordance to Eskom Groundwater Sampling Guideline Groundwater Governance Guideline (240-85697643).
- b) Groundwater monitoring shall be conducted quarterly at all boreholes at the depth indicated
- c) Groundwater borehole network to be monitored:
- d) The sites might increase should there be new boreholes drilled during the contract duration and therefore this needs to be costed for

No.	Borehole	Sample Depth (m)	Purpose/Location	Coordinates	Requirement in IWUL	Additional Monitoring
1	B1	15	Borehole East of Power Station and South-east of Ash Stack	26.73111S; 27.9899 E	X	
2	B12	22	Old domestic waste site	26.72918 S; 27.96937 E		X
3	B14	14	Borehole in Northwestern corner of old Waste site	26.72783 S; 27.96822 E		X
4	B14	58	Borehole in Northwestern corner of old Waste site	26.72783 S; 27.96822 E		X
5	B2	10	Borehole at small dam in fishing area near river	26.73680 S; 27.99215 E	X	
6	B2	26	Borehole at small dam in fishing area near river	26.73680 S; 27.99215 E	X	
7	B3	10	Shooting Range	26.74204 S; 27.98917 E	X	
8	B3	26	Shooting Range	26.74204 S; 27.98917 E	X	
9	B4	24	Background borehole up-gradient outside south most corner of Power Station	26.75316 S; 27.96955 E	X	
10	B5	6	Western borehole at old closed domestic waste site	26.74607 S; 27.95543 E	X	
11	B6	15	Borehole between B7 and B5 at old closed domestic waste site	26.74778 S; 27.95803 E	X	
12	B7	10	Eastern borehole at old closed domestic waste site	26.74719 S; 27.96070 E	X	
13	B8	9	North of Coal Stockpile – East of B9	26.73196 S; 27.94304 E	X	
14	B8	27	North of Coal Stockpile – East of B9	26.73196 S; 27.94304 E	X	
15	B9	10	North of Coal Stockpile – West of B8	26.73220 S; 27.94001 E	X	
16	B9	20	North of Coal Stockpile – West of B8	26.73220 S; 27.94001 E	X	
17	LB1	15	North of station run-off dams	26.73060 S; 27.98226 E	X	
18	LB2	18	Borehole at old historic dump North of Power Station	26.73680S; 27.99215 E	X	
19	LB3	15	Borehole at depot filling station	26.74435 S; 27.97524 E	X	
20	LB4	10	Borehole at Hazardous waste transfer facility	26.74210 S; 27.97783 E	X	

No.	Borehole	Sample Depth (m)	Purpose/Location	Coordinates	Requirement in IWUL	Additional Monitoring
21	LET 3	15	Ash dump borehole	26.71301 S; 27.99588 E		X
22	Let-1	20	South-Eastern corner up gradient inside power station	26.74408 S; 27.97956 E	X	
23	Let-2	8	Borehole at holding dams at the ash dump	26.72162 S; 27.99222 E	X	
24	Let-3	20	Ash dump – South eastern corner of ash stack west of Vaal River	26.72484 S; 27.99083 E	X	
25	Let-4	20	Sewage treatment plant	26.73275 S; 27.96320 E	X	
26	LB5	20	East of station run-off dams	26.73154 S; 27.98533 E		X
27	LB6	15	Emergency Offloading Area	26.73887 S; 27.98717 E		X

Variable to be analyzed as per IWUL	Unit
pH	
Alkalinity	mg/l
Sulphates as SO4	mg/l
Electrical Conductivity	mS/m
Total Dissolved Solids	mg/l
Total Suspended Solids	mg/l
Nitrate (NO3 as N)	mg/l
Phosphates	mg/l
Chloride as Cl	mg/l
Fluoride as F	mg/l
Calcium as Ca	mg/l
Magnesium as Mg	mg/l
Sodium as Na	mg/l
Potassium as K	mg/l
Aluminium as Al	mg/l
Arsenic as As	mg/l
Chromium as Cr	mg/l
Copper as Cu	mg/l
Iron as Fe	mg/l
Manganese as Mn	mg/l
Zinc as Zn	mg/l
Ammonia/Ammonium	mg/l
OLD DOMESTIC SITE BOREHOLE (B14) To be analysed for the following constituents	Max concentration in milligrams/litre
Residual chlorine (as CP)	0
Free and saline ammonia (as N)	1,0
Nitrates (as N)	1,5
Arsenic (as As)	0,1
Boron (as B)	0,5
Total chromium (as Cr)	0,05
Copper (as Cu)	0,02
Phenolic compounds (as phenol)	0,01
Lead (as Pb)	0,1
Soluble ortho-phosphate (as P)	1,0
Iron (as Fe)	0,3
Manganese (as Mn)	0,1
Cyanides (as Cn)	0,5
Sulphides (as S)	0,05
Fluoride (as F)	1,0
Zinc (as Zn)	0,3
Cadmium (as Cd)	0,05
Mercury (as Hg)	0,02
Selenium (as Se)	0,05

Hydrocarbon analysis required quarterly for:

LB 1	Station dams pose a risk of hydrocarbon contamination as a result of possible lubricants that may run off to the respective dams.
LB3	This borehole is located adjacent to the Lethabo Petrol and Diesel depot.
LB4	Located adjacent to the temporary hazardous waste storage area.

Bacteria analysis required quarterly for:

Let 4	<p>This borehole is situated adjacent to the sewage treatment works and must be analysed for the following:</p> <ul style="list-style-type: none"> • Heterotrophic plate count (BAC TM 1 Method) • Total coliform (BAC TM 2 Method) • E.coli (BAC TM 2 Method)
-------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- Analysis shall be carried out in accordance with methods prescribed by and obtainable from the South African National Standards (SANS), in terms of the Standards Act,

1.2.3 Toxicity Testing

- As per Lethabo Power Station IWUL (Cond. 5.7) (amended March 2021) Toxicity testing must be performed on all the monitoring boreholes on an annual basis in order to determine the risks to the environment. The data gathered in the investigation must be reported annually during March of each year to the Regional Head. If any toxicity levels are exceeded, the service provider must institute an investigation to determine the cause of toxicity. Lethabo will facilitate the report submissions.
- Toxicity testing must be conducted annually on the wastewater stream from the ash dump when returned back to the plant as process water.
- All analysis tests must meet the requirements for the following international standardized methods: [US EPA, 2002]; [EN ISO 11348-3, 1998]; [OECD Guideline 201, 1984]; [US EPA,1993]; [US EPA,1996]; Eskom governance guideline
- The annually toxicity analysis shall be conducted and when exceedances are noted, shall be investigated by the service provider and recommendation made if required as referred to on point 1 of this section.

1.2.4 Specialist studies

- The following specialist studies are to be performed with the prescribed frequencies, the studies shall be done in accordance with the Eskom Groundwater Governance Guidelines document number 240-85697643 as a minimum and any other best practice document available.

Specialist studies	Description	Frequency
EC profiling	Measurement of EC stratification on a borehole and compare with the geological stratigraphy log	Once per contract cycle
Aquifer testing	Stressing a borehole by pumping and measuring the recovery of observation boreholes	Once per contract cycle
Geochemical	Prediction of chemical reactions between liquid and	Once per contract cycle

Specialist studies	Description	Frequency
Assessment	geological media	
Aquifer vulnerability	Aquifer vulnerability indicates whether the physical and biochemical characteristics of the subsurface prevent or favour the transport of contaminants into the groundwater system	Every 2 years Once per contract cycle
Groundwater numerical modelling	A model representation of a groundwater and contamination flow	Once per contract cycle
Groundwater geophysics	Subsurface detection and delineation of geological structures associated with groundwater occurrence	Once per contract cycle
Hydro census	Survey entails gathering of water use, quality and quantity within the study area	Once per contract cycle
Conceptual site model	A descriptive representation of a Groundwater system incorporates an interpretation of the geological and hydrological conditions that describe the system's composition, the transport processes that take place in it, the mechanisms that govern them, and the relevant medium properties.	Once per contract cycle
Investigation of pollution incidents	Investigate the cause and source of pollution should any occurrences surface, at least once a year or on request should occurrences of pollution surface	Once a year or on request

1.2.5 Maintenance of the boreholes, as and when required.

- Drilling of six (6), new boreholes will also be included in the sampling routine –
- Decommissioning of six (6), boreholes, if required
- Casing repairs/ replacements, locking mechanism repairs, signage repairs or replacements for Six (6) boreholes
- Unblocking a borehole x 3
- Replacement of borehole casing locking mechanism to a bee proof caps x 6
- Note: maintenance of boreholes will be required on an as and when basis.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SOW	Scope of Work
SANAS	South African National Accreditation System
SHE	Safety, Health and Environment
GIS	Geographic Information System
SANS	South African National Standard
DWS	Department of Water and Sanitation

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The *Contractor* will carry out the scope of work comprising of the following

- a) All work will be performed by professional trained or skilled personnel.
- b) The practices and procedures employed will be according to accepted industry standards, applications will be made with technical expertise; all vehicles and equipment will be operated both skilfully and safely within the effected working areas.
- c) Work performance will comply with the Occupational Safety and Health Act.
- d) The *Contractor* shall submit a programme Two weeks before the programme is executed, which incorporates the programmes of all of his Sub-contractors if any. For each activity, the start date, completion date, activity duration, shall be included in the programme. This programme will be captured in SAP which is the system that has been adopted by the Employer for all planning, progress monitoring and reporting on the Lethabo site.
- e) The *Contractor* shall demonstrate capability by furnishing proof of work performed for Contracts with similar service requirements

NB: A draft copy of a monitoring phase programme indicating all tasks including specialist studies to be conducted for the three year contract to be provided as a tender returnable before contract award

2.2 Contractor Qualification and Experience

The *Contractor* must have the following requirements:

Experience: **Minimum of three (3) years' experience in ground and surface water quality monitoring**

Trained and skilled personnel to take samples

Professional Geo-hydrologist

Management meetings The *Contractor* attends daily tool box talk meetings when onsite and keep the attendants register. The performance of the *Contractor* will be measured quarterly after quarterly monitoring and will be reported in quarterly and six monthly meetings.

The *Contractor* together with the *Employer* will at the commencement of the contract agree on the targets for each other category of measures .These measurement categories and targets will be reviewed by the *Contractor* and the *Employer* on a yearly basis in the interest of continual improvements. The areas of measurement will include the following:

- Compliance with Eskom ground governance standard
- Quality of the reports
- Deadline for taking samples and submission of the report
- Incidents
- Compliance with sampling procedure

2.3 Management meetings

Management meetings

The *Employer* and the *Contractor* (and any other co-opted members) shall meet quarterly to monitor progress on sampling and monitoring of ground and surface water monitoring programme. The following aspects will be assessed and discussed:

- a. *Contractor's* challenges with access to the monitoring points
- b. The *Employer* shall inform the Contractor of any environmental incidents that might affect the outcome of the monitoring phase
- c. The *Employer* and *Contractor* shall assess the adequacy of the monitoring programme.

- d. The *contractor* shall provide feedback on the monitoring borehole structural integrity.
- e. The progress of any other relevant activities.
- f. To discuss any technical or commercial issues.

Quarterly *Contractor* Management Meetings will be held between the Service Manager and the Contractor. The venue for these meetings is as determined by the Service Manager

Title and purpose	Approximate time & interval	Location	Attendance by:
Quarterly Monitoring Report Review	3 Monthly	TBA	<i>Employer, Contractor, Supervisor, and Other co-opted members</i>
Overall contract progress, compliance to Eskom Groundwater Guideline and feedback(KPI) and 6monthly Monitoring report review	6 Monthly	TBA	<i>Employer, Contractor, Supervisor, and Other co-opted members</i>

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. Any action of the *Service Manager, Supervisor, Contractor* and Other co-opted member implied in the minutes of the meetings are to be confirmed by a separate communication given in accordance with this contract.

2.4 Contractor’s management, supervision and key people

The *Contractor* submits a project organogram to the *Service Manager* for acceptance, indicating the *Contractor’s* and the *Subcontractors* employees. And there should be supervision throughout the service period and key people shall be made available at all times.

2.5 Provision of bonds and guarantees

N/A

2.6 Documentation control

All Communication from the *Contractor* is numbered sequentially with prefix as advised by the *service manager*. The *Service Manager* responds in a like manner. The prefix and numbering will be decided upon at the inaugural meeting.

2.7 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

Lethabo Power Station accounts payable services and include on each invoice the following information:

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

2.8 Contract change management

In event where there is a change in the contract, early warning can be issued by either party, early warning meeting to follow and discuss such event.

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

N/A

2.10 Insurance provided by the *Employer*

Below is information with regards to the Eskom insurance management service. For in case the *Contractor* has any questions with regards to insurances:

Eskom Insurance Management Services (EIMS) Contact Details:

Contact Person	Contact Number	E-mail address
Mr. Wiseman Khoza	+27(0)11 800 6286	Wiseman.khoza@eskom.co.za
Ms Thembi Mabanga	+27(0)11 800 6509	Thembi.mabanga@eskom.co.za
Ms Mamosidi katane-Mathibela	+27(0)11 800 6380	kataneE@eskom.co.za
Ms Beverly jamaine-clain	+27(0)11 800 3331	Beverley.jamaine-cain@eskom.co.za
Mr. Kristine Chaithoo	+27(0)11 800 4455	Krishan.chaithoo@eskom.co.za
Mr. Velaphi Mabaso	+27(0)11 800 3836	Velaphi.mabaso@eskom.co.za

2.11 Training workshops and technology transfer

Only internal trainings will be provided for by the *Employer*, however in a case where the training is external the *Contractor* will be responsible.

2.12 Design and supply of Equipment

N/A

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

2.13.1 Equipment

All instrumentation and equipment bought or supplied by the *Employer* for the purpose of the work will remain the property of the *Employer* after the end of the contract.

2.13.2 Information and other things

The *Employer* will provide a list of all procedures to be provided by the *contractor*. These procedures will remain property of the *contractor* after the end of the contract.

2.14 Management of work done by Task Order

A task order will be issued after assessment to the *Contractor* by the *Employer's* representative, on the work that needs to be done. This task order will be accompanied by a SAP 45 (order) number for reference purposes when the *Contractor* invoices.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- a. The *Contractor* provides own personal protective equipment and clothing for the employee's safety.
- b. The *Contractor's* supervisor who is in charge of the *Contractor's* employees, will make sure that the *Contractor's* employees have their PPE on, at all times during working hours.
- c. The *Contractor* must ensure that the works complies with the OHS Act 85 1993. b) The *Contractor* will provide all SABS approved personal protective Equipment to its employee's as identified in the Risk Assessment.
- d. The *Contractor* is responsible for procurement of PPE and equipment in accordance with the OHS act and the site specific requirements, including the use thereof as necessary.
- e. The *Contractor* shall provide and demonstrate to the *Employer* a suitable and sufficiently documented health and safety plan, based on the *Employer's* documented health and safety specifications, which shall be applied from the date of commencement of and for the duration of the construction work. The plans will be approved within 14 days from date of contract awards. No access will be granted to site if the required documents safety file is not submitted.

3.2 Environmental constraints and management

- a) The contractor and or supplier shall have a documented and implemented environmental management system e.g. environmental policy, operational procedures relating to their activities, aspects/impacts register etc.;
- b) The *Contractor* and or supplier 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 Lethabo Power Station's EMP and any other applicable environmental legislation. The environmental management plan must include all the aspects and impacts relating to the *Contractors* activities.
- c) The *Contractor* and or supplier shall comply with all Eskom Lethabo Power Station environmental requirements such as policies, standards and procedures;
- d) The *Contractor* shall appoint trained and competent personnel in writing, who will have the responsibilities of implementing all environmental requirements on a specific contract;
- e) Non-conformance and incident reporting and investigations shall be done by the contractor.
- f) Polluter pays principles shall apply to all *Contractors*. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and the cost associated with that.
- g) Eskom Lethabo Power Station shall issue non-conformances where there are deviations from Lethabo Power Station Procedures and any other environmental requirements;
- h) The *Contractor* and or supplier shall allocate funds for the implementation of environmental requirements.
- i) Adherence to the 'Duty of Care' as stipulated in section 28 of the National Environmental Management Act 107 of 2008
- j) All incident shall be managed according to Eskom Environmental incident management procedure-240-133087117
- k) Waste management procedure and colour coding shall be adhered to at all times
- l) The *Contractor* shall comply with Eskom Ground water guidelines

3.3 Quality assurance requirements

- The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises. The contractor shall be subjected to scheduled assessments/audits if Eskom deems it necessary.
- The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.
- By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Base requirements: The Contracting Company must have qualified personnel to conduct both sampling and analysis, on a minimal the personnel should have a degree in Hydrology or Geohydrological related field. And must be registered with a recognised professional body.

Employment of local people

Eskom holdings Limited’s requirements regarding employment of semi-skilled workers are as follow:

“Lethabo power station requires that during recruitment of unskilled or semi-skilled labour, a *Contractor* or its subsidiaries should make every effort to employ minimum target of 50% suitable candidates from all disciplines from local community(Dipaleseng municipality)and will only resort to other avenues if the local community cannot provide the requisite resources. To engage in the above recruitment process, you may contact the local Eskom HR Manager at 017 779 8861”.The *Contractor* shall under no circumstances be allowed to recruit labour(s) at Eskom Lethabo main security gate.

Restrictions on the utilization of local laborers

The *Contractor* will be requested by the *Employer* to submit details of the qualifications, proof of residence and experience of all individual workers for each category of personnel and specialists for which a rate has been submitted any work commences.

4.1.2 BBBEE and referencing scheme

4.1.3 4.1.2 BBBEE and referencing scheme

PART E: SD&L STRATEGY

PART E: SD&L STRATEGY

Is this procurement considered to be a designated sector as confirmed by National Treasury and DTI, in terms of the PPPFA?	No
If not a designated sector, is Eskom required to make application to National Treasury and the DTI to authorise the designation of the required assets / goods?	No
If a designated sector, confirm the threshold to be applied to local content.	N/A
Provide the number and names of Black-owned suppliers expected to participate, if the procurement will be sourced via tendering.	N/A
State if any local-to-site targets, sub-contracting targets, skills development targets, job creation targets or local manufacturing opportunities will be applied and the methodology for evaluation thereof.	

Supplier Development & Localisation’s mandate is to achieve maximum and sustainable local development impact through leveraging Eskom’s procurement spend in a manner that allows flexibility within the business

in order to accommodate government local development initiatives and policies. This shall be achieved by positively influencing the following KPI's: Local Content, Skills Development, Supplier Development, Job Creation and Industrialization. As a State-Owned Enterprise, Eskom is increasingly utilised as a front line implementation channel for the concept of a "Developmental State" as such the following strategy shall apply:

1. Prequalification Criteria (Mandatory)

The following prequalification criteria is applicable is in terms of regulation 4(1) (a) and (c)(i to vii) and 4(2) of the PPPFA regulations 2017:

- a) Only Companies with B-BBEE level 1 - 4 are eligible to tender

A tender that fails to meet any pre-qualifying criteria stipulated in this document is an unacceptable tender.

- a) **Mandatory documents to be submitted with the tender:**

- b) B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

- Tenderers other than EMEs/QSEs: Verification agencies accredited by SANAS; or
- Tenderers who qualify as EMEs: Sworn affidavit signed by the EME representative (deponent) and attested by a Commissioner of Oaths.
- BBBEE Certificate indicating the mentioned level
- *Suppliers/Contractors* with at least 51% black ownership shall submit certified copies of Cipro/CIPC registration documents, shareholders certificate, and directors' identity documents together with their shareholders/joint venture agreement.
- Companies claiming to be owned by Black People Living with disabilities shall submit medical certificates which will indicate that the owners of the companies are living with disabilities.

- c) "Eskom reserves the right to award to a supplier who may not be the highest scoring or highest ranked supplier, in line with Section (2) (1) (f) of the PPPFA."

Suppliers shall be allocated points in accordance with the Preference Points Scorecard (Figure 1) shown below and 80/20 preference point system will be applicable.

Tenderers who do not submit B-BBEE certificate (verified by a SANAS accredited verification agency) or a valid Affidavit or non-compliant contributors to B-BBEE will be disqualified from the tender process.

Suppliers shall be allocated points in accordance with the B-BBEE Evaluation Scorecard shown below and 80/20 preference point system will be applicable.

Where

$$d) \quad P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

- e) Ps = Points scored for price of tender under consideration
- f) Pt = Price of tender under consideration
- g) Pmin = Price of lowest acceptable tender.

BBBEE

Suppliers will be evaluated against their valid and accredited BBBEE verification certificate and points will be allocated according to the BBBEE Evaluation Scorecard (Figure 1) shown below.

Figure 1: BBBEE Evaluation Scorecard

BBBEE Level	Score points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

2. Skills Development

Suppliers shall develop the following skills as a direct result of this contract.

Skills Type	Proposed by Eskom	Proposed by Tenderer
Analyst	1	

Skills candidates shall be currently unemployed graduates from any tertiary institution. These candidates shall also be representative of the population demographics of South Africa.

The process of developing these skills shall be through the participation by suppliers directly and also by involving their supply network. In certain cases, the SETAs accredited training providers can be approached to participate in developing critical and scarce skills.

Note that these targets for skills development candidates categorically exclude Eskom employees and registered learners. The suppliers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Suppliers also are advised to approach their relevant SETAs to access grants, subsidies and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

Note:

The skills development candidates shall be sourced from previously disadvantaged Communities. *Suppliers* must provide a skills development program/plan which will be used for monitoring purpose

3. Job Creation

With labour forming a large portion of the total project cost, job creation is an important consideration in setting up the panels. The expectation will be that the contractors will have a core team, which will be made up of specialised skills that cannot be sourced in the areas surrounding site. It will be required that all semi-skilled and unskilled labour that will be utilises in executing the works should be sourced from areas local to site where the substation is located.

Job creation proposal by tenderers does not form part of the tender evaluation criterion. It is however, part of Eskom’s contribution towards the Government’s job-creation initiatives as contained in the New Growth Path (NGP) and the National Development Plan (NDP).

Eskom has made a number of empowerment commitments to the local communities surrounding the areas where construction activities are conducted; amongst these are commitments to utilise local labours from the area within which the project is taken place. In doing this, Eskom is seeking to ensure that the local communities benefit from its procurement spend, through wealth generation, capacity development, and job creation within the host community.

All tenderers are required to propose to Eskom the number of all labourers that will be sourced the local ward (and the broader local municipal district).

Suppliers should mention the number of jobs created and retained as a direct result of the contract. The exact number of jobs will be negotiated with the successful supplier.

To be completed by Tenderer

Number of jobs to be created as a result of this contract	
Number of jobs to be retained as a result of this contract	

Please note:

A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

The *Contractor* does not procure the services of subcontractor without prior written approval of the *Service Manager*.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* is to prepare subcontract documentation, in line with the NEC system.

4.2.3 Limitations on subcontracting

The *Contractor* shall not subcontract more than a 25% of the whole of the contract. All Sub *Contractors* are to be *Employer* approved *Contractors* / vendors / suppliers. If the *Contractor* is uncertain of the approval status of the *Contractors* / vendors / suppliers the *Contractor* formally requests from the *Service Manager* confirmation of the status.

The *Contractor* does not procure the services of *Contractors* / vendors / suppliers without the prior approval of the *Service Manager*. Furthermore the contract between the *Contractor* and the subcontractor must be aligned with these contracts.

No work shall commence without all employees having done safety and medical checks prescribed by the *Employer*. The *Contractor* must submit a safety file at the inception of this contract. The *Contractor* complies with all site regulations issued by the *Employer*

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications and Procedures

All Specifications are in the Description of Works, the *Contractor* should also note the following:

The *Contractor* implements a quality system and maintains the quality system until the completion of the whole of the works. The system, will as a minimum, comply with the provisions of the ISO 9001:2000 series. The system will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work on site.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the system and standards as required by this contract. Any deviations will be corrected to the *Employer's* satisfaction.

The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been

corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against *Employer* in respect of delay due to the above.

The *Contractor* ensures that all the deliverables are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.

The *Contractor* will provide all relevant training records to the *Employer* to verify the competency of the staff.

The *Contractor* shall arrange the access permit for his/her employees at their cost.

The *Contractor's* employees shall do induction before commencing work at the *contractor's* cost.

The *Contractor* will work according to the *Employer's* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines.

The *Contractor* must ensure that all their equipment are calibrated before use on site and keep proof of the calibration certificate.

Procedures

Number	Title	Issued by
Act 85 Of 93	Occupational Health and Safety Act and as amended	<i>Contractor</i>
32-727	SHEQ Policy	<i>Employer</i>
PS010	Environmental Statement of Commitment	<i>Employer</i>
LBE23003PC	Environmental Non-conformance Investigation and Reporting	<i>Employer</i>
LBE22004	Waste Management Procedure	<i>Employer</i>
LBE22005	Environmental Spill Pollution Management	Employer
LBA00067	Safety, Health and Environmental Specifications for Contractors	Employer
	Eskom Cardinal Rules	Employer
	Site Regulations	Employer
EST0002	Eskom Approval of Personnel Performing Quality Related	Employer
EST0005	Special Processes on Eskom Plant	Employer
Procedure UI:32 - 93	Vehicle Specifications Refer to the Eskom Vehicle and Driver Safety Management, with specific reference to par. 2.2.1 – 5, 2.2.6 – 2.2.12, 2.2.15, 2.4.3, 2.4.6 and 2.7.1	Employer
240-85697643	Groundwater Governance Guideline	Employer

4.3.2 Correction of defects

The *Contractor* corrects the notified defects as per the employer's instruction, and the employer will further advise on the repair method to be used

4.3.3 Contractor's procurement of Plant and Materials

The *Contractor* will present a list of all requirements to the *Service Manager* at the end of each month for approval. Once approval is received, the *contractor* will purchase the requirement via signed Task Orders.

4.3.4 Tests and inspections before delivery

N/A

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

The *Contractor* will be allowed the use of the facilities of the employer's main workshop for the purpose of work to be done under this contract. The *Contractor* will be required to facilitate the arrangements with the workshop supervisor if he wants to use the workshop.

The *Contractor* is only allowed to make use of the *Employer's* facilities for the sole purpose of work performed under this contract.

All other tools and or material not stated here will be part the *contractor's* scope of supply.

4.3.6 Cataloguing requirements by the Contractor

N/A

5 Working on the Affected Property

The *Contractor* complies with all site regulations issued by the *Employer*.

All work valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order

The *Contractor* may use the Equipment he sees fit for the purpose as long as the use thereof does not damage or interfere with any Plant, building or roads. All equipment used shall be in good order and comply with all the relevant safety rules and regulations.

The *Contractor* and his employees are required to conduct themselves at all times in a proper and orderly manner while on the *Employer's* premises. The *Contractor* and his employees will, in particular, be required to refrain from smoking and cooking on the *Employer's* premises. It must be noted that the *Employer* will take immediate steps to institute criminal investigation in the events of any suspected criminal acts e.g. theft etc.

The *Contractor* is required to clean and remove any debris and rubble arising from any work done under any agreement originating from this Contract to ensure that the *Employer's* premises are left in a clean condition after doing any work. All building debris will be dumped at a dedicated site identified by the *employer*.

No asbestos-based products to be used in supplied materials or form part of any temporary works or plant and equipment brought onto the site.

The *Contractor* and its employees required to work onsite must first obtain the required access permit for site before commencing any work. This is obtained by completing a site specific induction, medical and associated paper work. No vehicles will be allowed access to site unless this has been pre-approved by the Project Manager / Security and a valid permit for vehicle access have been issued.

Only parts that meet the original manufacturer's requirements shall be used. The *Contractor* will be required to be accredited by the SABS to be able to issue the valid calibration certificates

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

Site Regulations

The *Contractor* provides security necessary for the protection of the Works at all times until the completion of the whole of the works.

The *Contractor* is informed of the access procedure through site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Lethabo site pass through the control points at the main access gate and are required to have temporary permits that are issued to *Contractors* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

If any *Contractor's* staff are transferred from Lethabo or leave site. The person's permit is handed over to the supervisor. The *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

No firearms, weapon, alcohol, illegal substances and camera's (including cell phones with cameras) are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

No "private work" is carried out for or on behalf of any Eskom employee.

The generator area and the other units are barricaded and out of bounds and only authorized persons are permitted. Areas outside the site are out of bounds to the *Contractor's* staff.

Under no circumstances shall the *Contractor* recruit outside Lethabo Power Station's security gate. An applicable local office for recruitment shall be used.

Note that the speed limit on the site is 40 kph. The vehicle permits to enter Power Station of any person contravening any traffic act on site is cancelled.

The *Contractor* complies with the Lethabo site regulations, a copy of which is available for perusal at the Project Manager's offices.

Any subject within the authority of the *Service Manager* may be addressed by a site regulation.

Before work starts on site, an inaugural meeting is held with the *Contractor* and the Project Manager to explain all requirements of the site regulations.

The *Contractor* is issued with file of current site regulations on arrival. The file remains the property of the *Service Manager* and the *Contractor* is responsible for its maintenance and updating as revised regulations are issued by the project manager.

Permits

The *Contractor* allocates staff to be trained and authorized as responsible persons according to *Employer's* plant safety Regulations and highly Voltage Regulations. These Responsible persons are available on site as and when required to take out permits to work.

No work commences inside the plant without the acceptance of the permit to work by the *Contractor's* responsible person and all workers sign the workman's register.

5.2 People restrictions, hours of work, conduct and records

It is very important that the *Contractor* keeps records of his people working on the affected property, including those of the subcontractors. The *Service Manager* shall have access to them at any time these records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

The *Contractor* provides, at his own cost, a First Aid service to his employees. In a case where this proves to be inadequate, like in an event of a serious injury. The *Employer's* medical Centre and facilities will be available to help.

The *Contractor* appoints the safety officer for all the safety related issues associated with works.

Outside the *Employer's* office hours, the *Employer's* First Aid services will only be available for serious injuries and life threatening situations.

The *Employer* will be entitled to recover the costs incurred, for the use of the above *Employer's* facility.

Any incidents that occur on the *Employer's* site shall be immediately reported to the *Employer*.

5.4 Environmental controls, fauna & flora

The *Contractor* manages the environmental aspects as follows, all drainage channels, pipes, workshop and mobile equipment are kept clean at all times. The *contractor* maintains the boiler associated structures for boiler 1-6 with all its facilities in a sound condition and ensures that it remains in the same condition as received and hands it back in the to the *Employer* in the same condition.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* co-operates with Others in obtaining and providing information which they need in connection with the service and shares the Affected Property with them.

5.6 Records of *Contractor's* Equipment

All materials, Tools and Equipment's brought onto site are the responsibility of the *Contractor*, and shall comply with the *Employer's* policies and procedures. A proper system of recording these materials, tools and equipment must be in place and submitted for approval by the *Service Manager*. Differentiation must be made between materials, tools and equipment owned or hired by the *Contractor*.

Any Equipment, or appliances, used by the *Contractor* conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any Equipment which, in the opinion of *Service Manager*, does not conform.

5.7 Equipment provided by the *Employer*

The *Contractor* may use any Equipment he sees fit for the purpose as long as the use thereof does not damage or interfere with any Plant, buildings or roads. All equipment used shall be in good order and comply with all the relevant safety rules and regulations.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Electricity

All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the Project Manager.

No connection is made to the permanent installation at the Power Station without prior acceptance of the Project Manager.

No guarantees of the power supply quality are given and power supply outages of some duration may occur without warning. Planned outages are also a possibility. The *Contractor* makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason.

220 and 380V power source will be available near the off –terrace site area .it is the *Contractor's* responsibility to connect to this power source and obtain statutory certificate of compliance for such a connection or installation. The use of this power supply is used to cater for the *Contractor's* office requirements and is not to be used for any construction purpose construction power is available to the *Contractor* within the main turbine and boiler house.

All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* shall comply with all relevant safety regulations and equipment's. Failure to comply with the safety requirements may lead to immediate disconnection.

The *Contractor* shall provide, at his own expense, all temporary wiring and cabling to lead power from point of supply of distribution boards, to the various points where it is required, maintain same and remove of completion.

Compressed Air

Compressed air is available for the works. The variation of pressure in the air supply and or breakdown in the supply shall not be grounds for an extension of time or compensation if it causes a delay.

Water

The *Employer* provides a water connection point at the *Contractor's* off –terrace site yard. The *Contractor* provides at his own cost. All connection fitting, pipe work, temporary plumbing and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required. The *contractor* is responsible to maintain these facilities and to remove it at completion of the works.

The Project Manager does not guarantee continuity of supply and *Contractor* makes his own provision for standby supplies to maintain continuity of work. Claims of any nature relating to discontinuity of water are not considered.

Telecommunication

The *Contractor* provides his own Telecommunication facilities.

Roads

Main access roads are surfaced and complete and may be used by the *Contractor* with the necessary care; The *Employer* maintains the site roads, described above, to a fair condition. Any costs incurred by the Project Manager from damage caused to underground services, structures and the like as a result of the *Contractor* not using the prescribed routes, is recovered from the *Contractor*.

The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the supervisor.

Sanitary facilities

The *Contractor's* personnel are expected to make use of the station terrace sanitary facilities. The *Contractor* provides additional facility as required at own cost.

Medical facility

The *Contractor* provides, at his cost a first Aid service to his employees in the case where these prove to be inadequate, like in the event of a serious injury, The *Employer's* medical Centre will be available.

Outside the *Employer's* office hours, The *Employer's* first Aid services will only be available for serious injuries and life threatening situations.

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

Safety and accident prevention

The *Contractor* will be familiar with the comply with Lethabo Power Station's safety policies and procedures .furthermore, the *Contractor* will comply with the provisions of the occupational health and safety act and in particular, the provisions of the construction regulations.

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measure to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Contractor* will report any incident and accidents to Lethabo Power Station within 24 hours.

NOTE! This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the occupational Health and Safety Act. And compensation for occupational injuries and diseases Act.

Confidentiality

This document in its entirety is for the sole use of the *Employer*. No part of this document may be discussed, Distributed, disseminated, copied or transmitted in any form to any third party without the prior consent of *Employer*.

Reclamation yard

Reclamation yard for concrete debris and rubble is situated 4km from the site area. The *Employer* shall ensure that the *Contractor* knows all the different reclamation yards for different wastes (i.e. Scrap, metal, etc.).

5.8.2 Provided by the Contractor

The *Contractor* provides accommodation and transport for all his employees engaged in the execution of the works. This includes the needs of his subcontractors.

5.9 Control of noise, dust, water and waste

All *Contractor* employees shall make use of relevant personal protective equipment (e.g. Noise-ear plugs & ear muffs, Dust- dust musk, Waste-Ensure that hazardous waste are disposed of in line with the applicable environmental legislation)

5.10 Hook ups to existing works

The *Contractor* shall adhere to all Eskom cardinal rules

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The *Contractor* shall do all inspections covered by the scope of work

5.11.2 Materials facilities and samples for tests and inspections

N/A

6 List of drawings

6.1 This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
N/A	N/A	Ground water Borehole Monitoring positions Map
N/A	N/A	Water use infrastructure Map