



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS LIMITED**
(Reg No. 2002/015527/06)

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

for **Sewage plant, Waste Water Recovery (WWR) plant
operations Hendrina Power Station**

Contents:	No of pages
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Sewage plant, Wastewater Recovery (WWR) plant operations Hendrina Power Station

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R [●]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 14% 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 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)



ESKOM HOLDINGS SOC LIMITED

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:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation X19: Task order X20: Key performance indicators Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ²	
10.1	The <i>Employer</i> is (name):	Eskom Holdings Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Lefumo Maswanganye
	Address	Private bag x1003 Pullenshope 1096
	Tel	(013) 296 3033
	Fax	N/A
	e-mail	MaswanSL@eskom.co.za
11.2(2)	The Affected Property is	Hendrina Power Station
11.2(13)	The <i>service</i> is	Sewage plant, Wastewater Recovery (WWR)

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

plant operations Hendrina Power Station

11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One week
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One week
3	Time	
30.1	The <i>starting date</i> is.	2023
30.1	The <i>service period</i> is	2025
4	Testing and defects	No data is required for this section of the conditions of contract.
5	Payment	
50.1	The <i>assessment interval</i> is	End of each month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	14 or 30 days after receipt of an invoice
51.4	The <i>interest rate</i> is	(i) zero percent above 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 (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands
6	Compensation events	
7	Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [•] 2. [•] 3. [•]
83.1	The <i>Employer</i> provides these insurances	as stated for "Format TSC3" available on

	from the Insurance Table	http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
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

10 Data for main Option clause

A Priced contract with price list

20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Monthly
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11 Data for Option W1

W1.1 The *Adjudicator* is (Name)

Address

Tel No.

Fax No.

e-mail

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za). Only when the dispute arises the adjudicator will be nominated from Annexure B.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	The anniversary date of the contract.
	The proportions used to calculate the Price Adjustment Factor are:	
X2	Changes in the law	
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	See Section 4.3.1
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Monthly
Z	The additional conditions of contract 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 and the Electricity Distribution 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 substantially 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 Works.
- 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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 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 2003 (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.
- Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 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.
- Z8.2 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.
- Z8.3 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.

Z9 Notifying compensation events

- Z9.1 Delete from the last sentence in core clause 61.3, "unless the *Service Manager* should have notified the event to the *Contractor* but did not".

Z10 *Employer's* limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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 under the compensation events stated in this contract.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z11.1 or had a judicial management order granted against it.

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. 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/live/content.php?Item_ID=9248

Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bobst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is in _____

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)

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

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	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:	Service information
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

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 _____	The NEC price list document
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

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 73 of the TSC3 Guidance Notes)

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

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

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

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

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Site Supervisors (Sewage and Wastewater recovery)	ea			
2	SHEQ Representative	ea			
3	Controllers Class II	ea			
4	Controllers Class I	ea			
5	Operator class 0	ea			
6	Plant workers	ea			
7	Transport	km			
8	Medicals Screen and Immunization	ea			
9	PPE	ea			
10	Analysis	biweekly			

The total of the Prices

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

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1 Description of the service

1.1 Executive overview

1.1.1 Sewage treatment plant

Hendrina Power Station Sewage Treatment Plant is a 2.4ML per day and the plant is divided into 2 north and south sewage plant. The Raw Sewage from all different areas enters the Plant at the inlet work through removable basket strainers. There are two Raw Sewage Sumps one in service and one empty and on standby.

There are four Raw Sewage pumps numbers 1-2-4 and one diesel pump for emergency purposes. These pumps taking suction directly from the Raw Sewage Sumps and pump the Sewage water to the A and B Clarigestors through an inlet splitter box and also provided with removable strainers.

The Raw Sewage Sump is also provided with a de-gritting pump which removes all remaining grid and solids in the sump. Also where the water enters the clarigestors on top all the remaining waste will be captured in the removable strainers.

Where the water enters the clarigestors on top there is a stirrer with a scraper that removes all the scum to a scum pit and the water went over to the overflow wear to the Bio-filters and the Sludge settles down to the bottom of the clarigestors.

The water from the clarigestors enters the Bio-filters by gravity through the Bio-filter inlet Ball-valve and from these to the middle of the Bio-filter rotating arm which divides and distributes the water through sprayer that is coupled to the Bio-filter rotating arm.

On top of the Bio-filter the surface is covered with stones that forms a filter which lead the water through to the bottom of the Bio-filter and from there the water goes to the clarifiers.

The water enters the clarifiers in the middle of each clarifier and the remaining sludge will again settles down to the bottom of the clarifier and the clean water went over to the recirculating pump suction sump and the sludge to "A" sludge sump which flows back to the Raw Sewage Sump.

50% of the clarified water goes back to the Bio-filter and the rest to the Hamlin filters. There is 12 Hamlin filters and not all of them are in service but only those needed depending on the inflow and the rest is on standby from the Hamlin filters the water goes through a water meter to the final effluent sump.

Normally the effluent is pumped daily for 24/7 via the effluent pumps to the ash dams.

These three-maturation pond and the water enters the 1st pond at the one end and the water is allowed to flow through the entire length of the pond and the 1st pond outlet is also the 2nd ponds inlet and the same for pond no 3. At the outlet of pond no 3 the water is pumped back to the final effluent sump which is treated with chlorine before the water is pumped either to the cooling water South clarifiers or ash dams.

The grid that is been pumped out at the Raw Sewage Sump by the de-gritting pump has been collected to a bin and from there all the solid waste has been taken to the ash dams.

1.2 *Employer's requirements for the service at the Sewage treatment and Waste water recovery plant*

The scope of work covered in this contract is the operation of the sewage plant at Hendrina Power Station. The contractor shall provide labour, operational & management services, plant control, cleaning, as well as routine plant checks and reporting of defects.

Obligation of the Contractor

1. The plant shall be operated in accordance with Hendrina Power Station Water Use License conditions and the operating procedure.
2. The operators shall be classified in accordance with Regulation 2834.
3. The number, duties, training, qualifications and compulsory medical examination of the persons employed at the Water Care Works shall be in accordance with the requirements of the plant's registration certificate issued in accordance with Regulation 2834.
4. The contractor shall ensure that the plant is clean at all times and conduct sewage plant monitoring analysis e.g. Cl₂, conductivity and pH.
5. The contractor shall ensure that full sewage plant analysis are done as per regulation 2834 and Hendrina water use licence are at the ISO 17025 accredited laboratory on weekly basis and send the report to the Eskom contract supervisor.
6. The contractor shall provide transport for all employees for homework purposes and station meeting attendance.
7. The contractor shall ensure that appoints safety appointments are done as per OHS act.

Staff

- The plant shall be manned 24 hours a day **(on 8-hour shift cycles) and seven days a week.**
- Eskom Hendrina is currently running on **8-hour shift cycles of 4 shifts (A, B, C, and D)**
- The number, training, qualifications of all staff members employed at the sewage treatment, waste water recovery plants shall be in accordance with regulation 2834.
- **Class C type plant, number of operators to be present are as follows:**
 - **Site supervisor day shift only (1) – Class III operator**
 - **Controller per shift (1) – Class II operator**
 - **Controller per shift (2) – Class I operator**
 - **Operator per shift @ transfer pump house (1) - Class 0 operator**
 - **Plant worker day shift (1) - matric**
- Persons employed at the treatment works shall be registered as per Regulation 2834 and Eskom must be provided with proof (copies).
- Employees shall be dedicated to the treatment works.
- All Controllers shall be trained in "Safe handling of chlorine gas" and a copy of their certificate must be submitted to Eskom. The certificate is only valid for one (1) year and must be renewed annually.
- All employees must be issued with required personal protective equipment (PPE) and a copy with all the issued PPE must be handed to Eskom on an annually basis.
- The staff working on the plant must be immunised and proof of immunisation must be provided to Eskom.
- The staff must undergo medical screening annually by registered medical practitioner and copies of the medical screening must be sent to the Eskom (Hendrina Power Station) medical practitioner.
- The Contractor shall submit a weekly plant report to the Eskom representative on the plant conditions.

(A) Effluent

- (i) The final effluent must be treated with Chlorine based product, which is supplied by the Employer
- (ii) The plant shall be operated to meet the effluent standard stipulated in the licence/permit conditions
- (iii) Full set of samples to be sent to an Accredited Laboratory for analyses in accordance with compliance to General Standard and Special Standard for Phosphate .
- (iv) All waste products shall not be permitted to pollute surface or ground (compliance to DWS requirements Act of 1994)

(B) Plant and Surroundings

- (i) The Contractor will operate the plant in accordance with Hendrina Power Station Water Use Licence conditions and operating procedures.
- (ii) The Contractor shall operate the plant in compliance to all Eskom Safety, Health, Environmental and Quality Policies (SHEQ)
- (iii) All critical units at the sewage plants shall be manned and supervised on 24-hour basis to ensure efficient operation by Contractor.

(C) Maintenance

- (i) The plant shall at all times comply with the requirements of the Occupational Health and Safety Act No 85 of 1993 and Safety Legal System Standard procedure (HSSMSM004)
- (ii) Daily inspections shall be carried out on all plant units using check sheets as per plant routine.
- (iii) The Contractor will report any deviations/defects with respect to plant and environment to the Employer's representative daily
- (iv) Log all events /activities related to plant on each shift.
- (v) The Contractor will ensure that all Eskom assets and property are maintained in a good condition.

(D) Environmental Management

- (i) Environmental Management programmes shall be maintained by the Contractor to ensure that the objectives and targets are met at the Sewage plant. Compliance to the Environmental Management System (EMS) as per ISO 14001 covers (Environmental policy & legislations; Risk assessments; Environmental training awareness; Contingency plans and setting of KPI's. Environmental Conservation Act of 1989 and Environmental waste management procedure (HSPPIN003)

(E) Safety

- (i) The Contractor will supply his safety file and plan for ensuring compliance to all safety requirements of OHS Act and Regulations.
- (ii) The Contractor shall ensure that all employees are issued with the required personal protective equipment (PPE) and a copy with all the issued PPE must be kept in the safety file annually
- (iii) The Contractor shall attend the compulsory **monthly Partnership Managerial Safety meetings**.
- (iv) The Contractor shall ensure that Life Saving Rules are adhered to at all times
- (v) The Contractor shall conduct plant safety inspections and have monthly safety meetings with its employees and records shall be kept in the safety file for as and when required by the employer.
- (vi) The Contractor must ensure that the staff working on the plant undergoes a yearly medical screening and are immunised by registered medical practitioner and this responsibility lies with the Contractor. Copies of proof for both medicals to be kept on the safety file.
- (viii) The Contractor shall perform job observations weekly and submit to Risk department on monthly basis and do risk assessments and toolbox talks daily
- (ix) The SHEQ personnel must keep the companies contract safety file updated for Audit purposes

(F) Quality

- (i) The Contractor will provide a quality assurance plan on how compliance with the statutory requirements will be monitored and ensured. This will include a quality control programme on chemical, physical and biological analysis and reporting.

- (ii) Quality requirements to adhere to
- (iii) Monthly full set of samples to be sent to an Accredited Laboratory for analyses in accordance with compliance to General Standard and Special Standard for Phosphate .
- (iv) The plant shall be maintained according to the quality requirements adhering to the Quality procedure.

(G) Audits

- (i) Audits covering various aspects of Environmental, Safety and Quality Operational and routine maintenance management of the plants shall be carried out to ensure compliance with statutory requirements and Eskom's policies, directives and procedures.

(H) Access Control

- (i) Access to the plant shall be secured and controlled at all hours.
- (ii) A register /logbook for all persons visiting the plant shall be kept at the Sewage plant, adherence to the Limited Access Register control-LAR

(I) Operations

- (i) The Contractor shall operate the plant units and equipment's according to instructions in the procedures provided.
- (ii) The Contractor will ensure that the number, training and qualifications of all staff employed at the Sewage plant shall be in accordance with Regulation 2834.
- (iii) The Sewage plant shall be supervised and controlled by a suitably qualified and experienced Contractor who shall have under his control an adequate number of operators to ensure proper functioning of the works and processes at all times.
- (iv) The plant Operators shall be in accordance with Regulation 2834 as per below for Sewage treatment works: Class C type plant
- (vi) The Contractor will monitor / manage the plant on a 24hour basis to ensure efficient operation.
- (vii) The Contractor will ensure full staffing as per regulation on continuous basis.
- (viii) The Contractor will complete daily plant check sheets as supplied by the employer.
- (xi) The Contractor will ensure job observations are conducted on all critical tasks by the supervisor.

(J) Training

- (i) Training shall remain the responsibility of the Contractor to develop its employees at no cost to the Employer:
- (ii) Training program / matrix to enhance employees as their development (provide training that forms part of the employees' duties)

(K) Availability of staff

- (i) The plant Controller / Contractor's site Manager/Supervisor must be in possession of a cell phone during the full contract period.
- (ii) A list of names of contact persons and telephone numbers of the Contractor must be made available to the Employer's representative before contract start date.
- (iii) The Contractor shall ensure that plant Controllers remain available at the Sewage plant for the duration of the shift.
- (iv) Contractor shall ensure that all Technicians are available on daily basis (Monday – Friday

1.3 Interpretation and terminology

None

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Contractor Managerial Partnership Safety meetings	Monthly, dates are provided by Safety Department	Auditorium	<i>Employer, Contractor Site manager, Contractor SHEQ Representative and Waste Water management supervisor</i>
Overall contract progress, feedback and presentation of the monthly report	Monthly	Chemistry Manager's office or alternative venue	<i>Employer, Contractor Site manager and Waste Water management supervisor</i>
Departmental Statutory Safety Meetings	Monthly	Chemical Services Board room	<i>Employer, Contractor SHEQ Representative / Safety Representative</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.

2.3 Contractor's management, supervision and key people

Employer: Eskom
Contract Manager: Lefumo Maswanganye/ Stephina Mthethwa
Contract Supervisor: Mary Magongwa
Safety Officer: Bheki Ramushu

Supplier:

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself.

Every document or report should have the 4600 number; Task order should have both 4600 and 4500 number and the invoice should have both 4600 and 4500 numbers.

The person representing the Employer at Arnot Power Station will issue each Task Order to the Supplier. Each Task Order will be submitted at least one week prior to the starting date.

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information.

The invoice must be sent to APS with details e.g. Contract number, Invoice number, VAT number and the Order number.

Breakdown with commensurate with price list is shown on each invoice.
Only original invoices will be accepted.

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:**

Eskom Holdings Limited
Finance Department
Hendrina Power Station
Private Bag X1003
Pullenshope
1096

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 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;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

The Tax invoice shall be sent to Finance Department and a copy to the Contract Manager.

2.7 Contract change management

Shall be communicated to all parties affected in writing if and when it occurs

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

The Contractor to keep records of the of define cost of the company

2.9 Insurance provided by the *Employer*

None

2.10 Training workshops and technology transfer

Training to be provided by Contractor to his employees at no cost to the Employer

2.11 Design and supply of Equipment

- All dosing equipment and storage tanks as specified by this scope must be supplied and maintained by the *Contractor* for the duration of the contract.
- After the contract has expired all dosing and other equipment belonging to the *Contractor* must be removed from site, Hendrina Power Station, within a period of two weeks.

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

2.12.1 Equipment

None

2.12.2 Information and other things

Contractor to supply a monthly report on the efficiency of the treatment program detailing all bacteriological quality (Planktonic and Sessile as specified in the scope of work under Technical and Specifications tables.

2.13 Management of work done by Task Order

Task order will be sent to the Supplier when service is due as per the contract prescribed schedule. The Supplier must respond by sending a program on the job and duration of the job.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

Hendrina Power Station Safety Requirements

A. Risks

Number	Hazard	Risks	Control
1	Noise (All over the plant)	Noise Induce	Ear Protection
2	Infectious diseases	Severe illnesses	Yearly screening and Immunisation
3.	Explosion / gases	Death / Injuries	Gas tests / no smoking
4	Trenches and sumps	Drowning	Life jackets
5	Working at heights	Falling	Overall (PPC)
6	Heat	Heat Stroke	Rotation of workers Fluids

- The type of PPE needed for the project will be determined by the task risk assessment but taking into consideration the generic risk found at our plant

B. Procedures and legislations:

1. Occupational health and safety act 85 of 1993 and Construction regulation
2. Cardinal Rules Procedure
3. Eskom Contractors Management procedure

C. Road Safety

- a. Speed limit: 40km/h
- b. By passing Speed humps not allowed
- c. Transporting People at the back of the bakkie not allowed
- d. Buckle up always
- e. Park only at demarcated areas

D. Sanitation

- a. Toilets for both gender are available at the plant

E. Emergency

- a. The emergency number for Hendrina is 013 296 3485 Pax:5485
- b. Proto team is available for any type of emergencies
- c. Emergency alarm are tested every Wednesday 07H30

F. Access

- a. Before access can be granted the following must be met:
 - i. Safety file checked and approved
 - ii. SHE Induction attended

3.2 Environmental constraints and management

All spillages during delivery and dosing must be reported to the *Employer* immediately. The Contractor must respond to any chemical spillages which occurs in his/her absence within 24 hours of the incident. Where rehabilitation is needed the Contractor will be held responsible and will carry the cost.

3.3 Quality assurance requirements

The samples must be collected by *Contractor* and send to an Accredited Laboratory.

4 Procurement

4.1 People (Contractor Staff)

4.1.1 Minimum requirements of people employed

The Contractor is responsible for the transportation and accommodation of its Employees to and from work.

4.1.2 BBBEE and preferencing scheme

The *Contractor* shall provide the verification certificate

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

4.2 Subcontracting

4.2.1 Preferred subcontractors

4.2.2 Subcontract documentation, and assessment of subcontract tenders

4.2.3 Limitations on subcontracting

4.2.4 Attendance on subcontractors

4.3 Plant and Materials

4.3.1 Specifications

Specifications listed below are subject to change according to Eskom Corporate Standards. The *Contractor* must adjust his/her program accordingly to accommodate the specification. Eskom - Hendrina Power Station will communicate any changes of the specifications to the *Contractor*.

Table 1 bacteriological quality (planktonic)

PARAMETER	TARGET
Total aerobic bacteria	10 ⁴ CFU/ml
Total anaerobic bacteria	10 ³ CFU/ml
H ₂ S producers	<50 CFU/ml
Chlorophyll A	<25 ug/kg

Table 2 Bacteriological quantity (sessile)

PARAMETER	TARGET
Total aerobic bacteria	<10 ⁶ CFU/ml
Total anaerobic bacteria	<10 ⁵ /CFU/ml
H ₂ S producers	<100/CFU/ml

4.3.2 Correction of defects

Defects on dosing equipment's must be addressed within 24 hours.

4.3.3 *Contractor's* procurement of Plant and Materials

4.3.4 Tests and inspections before delivery

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

5 Working on the Affected Property

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

The Supplier must get Temporary Gate Pass for the duration of the Contract as soon as they attended Safety Induction.

5.2 People restrictions, hours of work, conduct and records

5.3 Health and safety facilities on the Affected Property

If any Incident happens the *Contractor* must send the injured to the Medical Centre for Treatment and inform the Employer.

5.4 Environmental controls, fauna & flora

All spillages during delivery and dosing must be reported to the *Employer* immediately. The Contractor must respond to any chemical spillages which occurs in his/her absence within 24 hours of the incident. Where rehabilitation is needed the Contractor will be held responsible and will carry the cost.

5.5 Cooperating with and obtaining acceptance of Others

5.6 Records of Contractor's Equipment

5.7 Equipment provided by the Employer

5.8 Site services and facilities

5.8.1 Provided by the Employer

The *Employer* will arrange an access permit to Hendrina's site for the *Supplier's* personnel.
The *Employer's* medical centre and facilities will be available for any minor and/ or major injuries to the *Supplier's* personnel, during execution of his/her duties.
The *Supplier* will have access to the *Employer's* staff in order to provide service.
The Employer will provide access to: electricity, water, offices, and phone
The Employer will provide logbooks, plant check sheets, plant manuals and procedure

5.8.2 Provided by the Contractor

The *Supplier* must provide his/her employees with appropriate PPE for execution of his/her duties

5.9 Control of noise, dust, water and waste

The *Supplier* must provide his/her employees with appropriate PPE for execution of his/her duties i.e. Hardheads, Ear protection, overalls, goggles, face shields, gloves and e.t.c.

5.10 Hook ups to existing works

Harness to be used when working at heights (climbing bio-filters, pre-settling tanks)

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Samples must be taken after dosing and report submitted to the *Employer* on monthly.

6 List of drawings

6.1 Drawings issued by the *Employer*

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
None		