



NEC3 Term Service Contract (TSC3)

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

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

for **THE CO-ORDINATION AND CONTROLLING OF QUALITY
CONTROL ASSURANCE/INSPECTION ACTIVITIES AND
PERFORMANCE OF PHYSICAL INSPECTIONS ON
MAINTENANCE/PROJECTS AND OUTAGE ACTIVITIES AT
LETHABO POWER STATION FOR A PERIOD OF 3 YEARS**

Contents:

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:

C1.1 Form of Offer and Acceptance

C1.2a Contract Data provided by the *Employer*

C1.2b Contract Data provided by the *Contractor*

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:

THE CO-ORDINATION AND CONTROLLING OF QUALITY CONTROL ASSURANCE/INSPECTION ACTIVITIES AND PERFORMANCE OF PHYSICAL INSPECTIONS ON MAINTENANCE/PROJECTS AND OUTAGE ACTIVITIES AT LETHABO POWER STATION FOR A PERIOD OF THREE (3) 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 or C	The offered total of the Prices exclusive of VAT is	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

**ESKOM HOLDINGS SOC LTD, MEGAWATT PARK, MAXWELL DRIVE, SANDTON,
JOHANNESBURG, 2199**

(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)

**ESKOM HOLDINGS SOC LTD,
 MEGAWATT PARK, MAXWELL DRIVE,
 SANDTON, JOHANNESBURG,
 2199
 LETHABO POWER STATION**

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	
	Address	Lethabo Power Station, Deneysville Rd, Viljoensdrift
	Tel	[•]
	Fax	[•]
	e-mail	[•]

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

11.2(2)	The Affected Property is	Lethabo Power Station
11.2(13)	The <i>service</i> is	The Co-ordination and Controlling of Quality Control Assurance/Inspection Activities and Performance of Physical Inspections on Maintenance/Projects and Outage Activities at Lethabo Power Station for a period of Three (3) years.
11.2(14)	The following matters will be included in the Risk Register	None
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	Two (2) days
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[•] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	Three (3) years)
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) Weeks.
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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [●] 2. [●] 3. [●]
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	2 weeks.
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	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	A month prior the closing date on the tender
	The proportions used to calculate the Price Adjustment Factor are:	proportion
		85% Labour - SEIFSA –Table C3
		15% - Non-adjustable
		100%
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	[•]
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Two (2) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance**Z 12 .1 Replace core clause 83 with the following:****Insurance cover 83**

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any

replacement section dealing with the same subject matter.

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

Z14 Asbestos

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

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

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

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related

control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Not applicable		

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** and must be tender returnable if applicable.

2.2 CIDB Skills Development

Continuation of Mandatory Requirements

a) Is there CIDB compulsory training?

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
Not applicable	

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	N/A	
Description	N/A	

NOTE: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

2.3 National Industrial Participation Programme (NIPP)

Eskom will implement the NIPP requirement, which determines that the contractor/supplier must contact the Department of Trade, Industry and Competition (dtic) to arrange for support and development of local businesses. Eskom is required to inform the tenderers of this requirement. NIPP will only be applicable for contracts with an FGN component or content of USD 5 million or more.

The following narrative must be captured in all tenders that have import/foreign content equal to or in excess of USD 5 million:

“NIPP is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilising the instrument of government procurement. The NIPP programme is mandatory for all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding USD 5 million.

“The programme targets South African and foreign industries, enterprises, and suppliers of goods and services to government/parastatals, where the imported content of such goods and services equals to or exceeds USD 5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans, which, when implemented, generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R&D, and technology transfer.

“Companies with an NIPP obligation must sign this obligation agreement with the Department of Trade, Industry and Competition DTIC before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the DTIC and the supplier. It defines the NIPP obligation value(s), requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes, and the NIPP credit allocation criteria.

“All tenders with an import content that is equal to or exceeds the threshold of USD 5 million compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the dtic before signing the contract with Eskom.”

2.4 Mandatory Subcontracting as condition of award

Tenderers shall subcontract a minimum of 5% of the contract value to the following designated groups:

- an EME or QSE which is 51% owned by black people. underdeveloped area or townships.

NOTE 1: Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

Potential scope to be subcontracted and/or outsourced:

- Medicals.
- Supply of PPE.
- Printing of PPE logos for company identification.

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

3.1. BBBEE requirements: All tenderers are required at a minimum maintain their BBBEE status throughout the contract period:

3.2 Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3.3. Subcontracting Requirements

Is there a requirement for subcontracting?

If Yes, what is the targeted subcontracting percentage
(ED requirements can be fulfilled through subcontracting)

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	0%	

Black Women Owned	1.0%	
Black Youth Owned	1.0%	
Black Persons with Disability	3.0%	

3.4. Jobs Opportunities.

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

3.5. Enterprise Development

Are there specific ED requirements that are not achievable through Sub-contracting?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes, the main contractor is required propose development in the following areas or against the following Eskom's targets:

Eskom's Target	Tenderer Proposal
The bidder to identify and incubate a Small Measured Entity from the above-mentioned District Municipalities. Assistance could be in the form of business support/ equipment/finance.	

A detailed ED plan that shows impact to the beneficiary should be submitted to the employer for approval prior to contract award. The ED implementation plan should include the following:

- ☐ Clear objective.
- ☐ Priority interventions
- ☐ Key performance indicators; and
- ☐ A concise implementation plan with clearly articulated milestones

Section 4: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

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

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

Section 5: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

C1.2 Contract Data

Part two - Data provided by the Contractor

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

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

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

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

PROJECT OR CONTRACT TITLE: THE CO-ORDINATION AND CONTROLLING OF QUALITY CONTROL
 ASSURANCE/INSPECTION ACTIVITIES AND PERFORMANCE OF PHYSICAL INSPECTIONS ON MAINTENANCE/PROJECTS AND
 OUTAGE ACTIVITIES AT LETHABO POWER STATION FOR A PERIOD OF 3 YEARS

Responsibilities:

Qualifications:

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Description	Normal Rate Per Hour	Normal Overtime & Saturdays Per Hour @ 1.5	Sundays & Public Holidays Per Hour @ 2.0
Quality Manager			
Quality Supervisor			
Quality Inspector			
Health & Safety Cost (Once off)			
Site Establishment (Once-off)			

NOTE: The travelling and accommodation cost must inclusive in tendered rate.

Name

Signature

Date

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER _____
PROJECT AND CONTRACT TITLE: THE CO-ORDINATION, CONTROL AND ASSURANCE OF QUALITY ASPECTS
INCLUSIVE OF PHYSICAL INSPECTIONS AND STRATEGIC/OVERSIGHT INTERVENTIONS. APPLICABLE TO
ROUTINE MAINTENANCE, PROJECTS AND OUTAGE RELATED SOW AT LETHABO POWER STATION FOR A
PERIOD OF THREE (3) YEARS.

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

Part 3: Scope of Work iii

C3.1: Employer's service Information v

1	Description of the <i>service</i>	vii
1.1	Executive overview	Error! Bookmark not defined.
1.2	<i>Employer's</i> requirements for the <i>service</i>	Error! Bookmark not defined.
1.3	Interpretation and terminology	Error! Bookmark not defined.
2	Management strategy and start up.	Error! Bookmark not defined.
2.1	The <i>Contractor's</i> plan for the <i>service</i>	Error! Bookmark not defined.
2.2	Management meetings	Error! Bookmark not defined.
2.3	<i>Contractor's</i> management, supervision and key people	Error! Bookmark not defined.
2.4	Provision of bonds and guarantees	Error! Bookmark not defined.
2.5	Documentation control.....	Error! Bookmark not defined.
2.6	Invoicing and payment.....	Error! Bookmark not defined.
2.7	Contract change management	Error! Bookmark not defined.
2.8	Records of Defined Cost to be kept by the <i>Contractor</i>	Error! Bookmark not defined.
2.9	Insurance provided by the <i>Employer</i>	Error! Bookmark not defined.
2.10	Training workshops and technology transfer.....	Error! Bookmark not defined.
2.11	Design and supply of Equipment.....	Error! Bookmark not defined.
2.12	Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	Error! Bookmark not defined.
	defined.	
2.12.1	Equipment	Error! Bookmark not defined.
2.12.2	Information and other things	Error! Bookmark not defined.
2.13	Management of work done by Task Order	Error! Bookmark not defined.
3	Health and safety, the environment and quality assurance	Error! Bookmark not defined.
3.1	Health and safety risk management	Error! Bookmark not defined.
3.2	Environmental constraints and management	Error! Bookmark not defined.
3.3	Quality assurance requirements.....	Error! Bookmark not defined.
4	Procurement	Error! Bookmark not defined.
4.1	People.....	Error! Bookmark not defined.
4.1.1	Minimum requirements of people employed	Error! Bookmark not defined.
4.1.2	BBBEE and preferencing scheme	Error! Bookmark not defined.
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	Error! Bookmark not defined.
	defined.	
4.2	Subcontracting.....	Error! Bookmark not defined.
4.2.1	Preferred subcontractors	Error! Bookmark not defined.
4.2.2	Subcontract documentation, and assessment of subcontract tenders	Error! Bookmark not defined.
4.2.3	Limitations on subcontracting	Error! Bookmark not defined.
4.2.4	Attendance on subcontractors	Error! Bookmark not defined.
4.3	Plant and Materials	Error! Bookmark not defined.
4.3.1	Specifications	Error! Bookmark not defined.
4.3.2	Correction of defects	Error! Bookmark not defined.
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	Error! Bookmark not defined.
4.3.4	Tests and inspections before delivery	Error! Bookmark not defined.
4.3.5	Plant & Materials provided “free issue” by the <i>Employer</i>	Error! Bookmark not defined.
4.3.6	Cataloguing requirements	Error! Bookmark not defined.

PROJECT AND CONTRACT TITLE: THE CO-ORDINATION, CONTROL AND ASSURANCE OF QUALITY ASPECTS INCLUSIVE OF PHYSICAL INSPECTIONS AND STRATEGIC/OVERSIGHT INTERVENTIONS. APPLICABLE TO ROUTINE MAINTENANCE, PROJECTS AND OUTAGE RELATED SOW AT LETHABO POWER STATION FOR A PERIOD OF THREE (3) YEARS.

5	Working on the Affected Property	Error! Bookmark not defined.
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....	Error! Bookmark not defined.
5.2	People restrictions, hours of work, conduct and records.....	Error! Bookmark not defined.
5.3	Health and safety facilities on the Affected Property	Error! Bookmark not defined.
5.4	Environmental controls, fauna & flora.....	Error! Bookmark not defined.
5.5	Cooperating with and obtaining acceptance of Others.....	Error! Bookmark not defined.
5.6	Records of <i>Contractor's</i> Equipment.....	Error! Bookmark not defined.
5.7	Equipment provided by the <i>Employer</i>	Error! Bookmark not defined.
5.8	Site services and facilities.....	Error! Bookmark not defined.
5.8.1	Provided by the <i>Employer</i>	Error! Bookmark not defined.
5.8.2	Provided by the <i>Contractor</i>	Error! Bookmark not defined.
5.9	Control of noise, dust, water and waste	Error! Bookmark not defined.
5.10	Hook ups to existing works	Error! Bookmark not defined.
5.11	Tests and inspections	Error! Bookmark not defined.
5.11.1	Description of tests and inspections	Error! Bookmark not defined.
5.11.2	Materials facilities and samples for tests and inspections	Error! Bookmark not defined.
6	List of drawings xxvi	
6.1	Drawings issued by the <i>Employer</i>	xxvi

1 Description of the service

1. Description of the service

The *Works* comprises of the Co-ordination and Controlling of Quality Control Assurance/Inspection Activities and Performance of Physical Inspections on Maintenance/Projects and Outage Activities at Lethabo Power Station for a period of 3 years.

1.1 Work to be performed by the Contractor

Co-ordinate and control quality control activities

- Review and approve quality control plans considering high priority defects, production, targets, plant availability, unplanned maintenance, staff, and contractors and spares availability etc.
- Approve “stop work” orders if quality and safety standards are compromised.
- Review and approve identified quality deficiencies
- Control the close-out of quality deficiencies by reviewing and approving initiatives, proposals or corrective actions for improvements
- Prioritize activities for quality control verifications.
- Implement and control QC processes by reviewing all documentation and system information and validate information to maintain accurate data.
- Perform / check / control job observations.

Perform physical inspections on maintenance and outage activities

- Perform inspections and determine if standards are met. Identify and report non-compliances.
- Recommend possible changes to maintenance standards or practices.
- Assess, monitor and report good and sub-standard work practices.
- Verify that documentation conform to requirements and standards by reviewing work packages, maintenance plans, procedures and modification packages according to the relevant administrative controls, Identify and report non-conformances.
- **Working hours:** The Contractor will work as per outage requirements also in line with Lethabo normal maintenance working hours.

Analyses of data

- Analyse product, services, and performance management
- Analyse non-conformity records, trends and improvements relating to types of non-conformities, areas of non-conformities, product non-compliance, supplier deviations, customer complaints, etc.
- Analysis of effectiveness of maintenance/outage action actions

Root cause analysis to avoid repeat and future equipment failures by

- Making changes on current procedures where gaps are identified
- Making changes to work instructions where gaps are identified
- Recommending staff training required
- Recommending modifications
- Verification that new or rebuilt equipment is free of defects which may shorten life
- Ensuring that repair and reinstallation is performed to acceptance standards
- Identifying any factors adversely affecting service life and implementation of mitigating actions

Key Performance Indicators include:

- Co-ordinate and control quality activities
- Perform physical inspections on maintenance, projects, and outage activities
- Reports and plans
- Analyses of data
- Root cause analysis to avoid repeat and future equipment failures.
- Quality continuous improvement
- Pre & Post outage UCLF
- Documentation
- Rework

Quality continuous improvement

- Identify opportunities in the process workflow to be improved
- Plan how activities/process can be improved
- Drive the execution/implementation of relevant changes
- Review how implemented changes are addressing the problem or opportunity.

1.2 Constraints on how the Contractor Provides the Works

Task Order process (Option A2 only)

- The Employers' Representative, or his delegate, issues a unique Task Order for the SOW required

Intentions of the Employer before Completion

- The Employer reserves the right to carry out any checks, on quantities and categories of the personnel supplied per Task Order.
- The Employer reserves the right to carry out any checks, or conduct any physical inspections or tests, on the service provided.

Requirements for the program

- The Contractor must supply the Employer with a programme, Two (2) days after the order award date, indicating the daily activities as per the Works Information to be performed.
- Should the programme change during the execution of the work, the Contractor must supply the Employer with an updated programme indicating the change in the programme and the effect it would have on the completion of subsequent activities.
- The Contractor must supply a Process Quality Plan of the work activities to the Employer one day after the order award date, for approval and inclusion of inspection points to be witnessed by the Employer's Representative. Work may only continue once the Process Quality Plan has been approved by the Employer.
- The Contractor will inform the Employer three days in advance of reaching an inspection hold point.
- Work may not continue beyond any point on the Process Quality Plan, marked as a Hold Point by the Employer, if the Hold Point has not been signed off on the Process Quality Plan by the Employer's Representative.
- **The contractor will be given Seven (7) days (including weekend) to mobilize extra resources as and when required (Outage, project work)**
- **The extra resources will be paid according to the contract rates.**

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
Contractor:	Service provider contracted for supplying specific service to Eskom, Lethabo Power Station.
Employer:	Eskom, or Eskom Lethabo Power Station
BS:	British Standard
BU:	Business Unit
EMS:	Environmental Management System
ISO:	International Standards Organisation

KKS:	Kraftwerk Kennzeichen System
LPG:	Liquid Petroleum Gas
NEC:	New Engineering Contract
NPSH:	Net Positive Suction Head
ORHVS	Operating Regulations for High Voltage Systems
PCLF:	Planned Capability Loss Factor
PM:	Plant Maintenance
PSR	Plant Safety Regulations
PTW:	Permit to Work
QA:	Quality Assurance
QC:	Quality Control
QCP:	Quality Control Plan
QMP:	Quality Management Programme
SABS:	South African Bureau of Standards
SANS:	South African National Standards
SAP PM:	SAP Plant Maintenance
SAP:	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SOW:	Scope of Work
STEP:	Station Thermal Efficiency Program
UCF:	Unit Capability Factor
UCLF:	Unplanned Capability Loss Factor

2. Management strategy and start up.

The Contractor's plan for the service

The purpose of this document is to define and specified the The Co-ordination and Controlling of Quality Control Assurance/Inspection Activities and Performance of Physical Inspections on Maintenance/Projects and Outage Activities at Lethabo Power Station for a period of 3 years scope of work activity requirements for Outage/Maintenance/Projects Management at Lethabo Power Station.

It is therefore imperative that the suitably qualified Contractor aligns his/her company/organisation fully to these specified scope activities and processes laid down in this document.

Management meetings

PROJECT AND CONTRACT TITLE: THE CO-ORDINATION, CONTROL AND ASSURANCE OF QUALITY ASPECTS INCLUSIVE OF PHYSICAL INSPECTIONS AND STRATEGIC/OVERSIGHT INTERVENTIONS. APPLICABLE TO ROUTINE MAINTENANCE, PROJECTS AND OUTAGE RELATED SOW AT LETHABO POWER STATION FOR A PERIOD OF THREE (3) YEARS.

- Before work starts on site, an inaugural meeting is held with the Contractor and the Employer, to explain in detail all requirements of the Site Regulations including working hours access to site.
- The Contractor is issued with a file of current Site Regulations on arrival. The file remains the property of the Employer and the Contractor is responsible for its maintenance and updating to include new or revised regulations as issued by the Employer.
- The Contractor must ensure that all personnel performing work on the plant/site are authorised, this includes but not limited to;
 - Confine space locations
 - Working at heights
 - Heat stress areas
 - Hazardous substances

Contractor's management, supervision and key people

The contractor to give daily feed back to the Contract Manager or Supervisor and he must compile full report at the end of the outage. The contractor must be available during commissioning.

All labourers required will undergo a vetting process according to Eskom procedure and policy

Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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 SOC Limited
Lethabo Power Station
Accounts Payable Section
Private Bag 415
Vereeniging 1935

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 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)

Insurance provided by the *Employer*

Core Clause 86.1

Management of work done by Task Order

The Employer will issue a Task Order from his/her office as an instruction to execute the work

3. Health and safety, the environment and quality assurance

3.1 Health and Safety Requirements (SHE)

The *Contractor* and his sub-*Contractors* always ensure compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority.

- i. The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information.
- ii. In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub *Contractors* and mandataries with:
 - the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act (“the OHSA”); and
 - the Eskom “Health, Safety and Environmental specifications for Contractors” document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* (collectively “the Eskom Regulations”). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and
 - the health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements

(The OHSA and the Eskom Regulations are collectively referred to as the “SHEQ Requirements”).

- iii. The *Contractor*, at all times, considers itself to be the “*Employer*” for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub *Contractors* and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ

Requirements.

- iv. The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.
- v. The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.
- vi. The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request:
 - supply the Eskom Safety Officer with copies of minutes of all Health And Safety Committee meetings, whenever he is required to do so;
 - supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.
- vii. The *Employer*, or any person appointed by the *Employer*, may, at any stage during the duration of this contract:
 - conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*;
 - refuse any employee, Sub *Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorized in terms of the SHEQ Requirements;
 - issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.
- viii. The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Employer's Representative.
- ix. The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
- x. The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be reachable 24 hours a day.
- xi. The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub*Contractors* or mandatories with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and

procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.

- xii. The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-*Contractors*, to the extent permitted by the OHSA.
- xiii. The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandatories to comply with their obligations in terms of clause 16, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.
- xiv. In carrying out his obligation as the mandatory to the *Employer* for this contract in terms of the National Environmental Management Act No.107 of 1998, the *Contractor* ensures that he complies with the Act when Providing the Services or using plant, materials or equipment.

b. Environmental constraints and management

i. Environmental Policy and Waste Handling

Lethabo Environmental Policy LBPS010 must be adhered to.

ii. Disposal of Waste

Waste shall be removed promptly to the designated disposal area. No stockpiling will be permitted.

- Domestic waste to the white waste bins
- Production waste in the marked bins i.e. coal and ash only
- Paper and cans to their respective recycling bins
- Contact Civil Engineering for the disposal of building rubble
- Scrap metal, Wood & Rubber, Redundant Valves, Pipes, Equipment etc. to be placed in the marked bins in the new Salvage Yard. Solvents and cloths used to the Cleaning Bay.

4 Working on the Affected Property

4.1 Plant and Materials

N/A

4.2 Specifications

N/A

5.1.1 Condition Monitoring

N/A

5.1.2 Continuous Improvement

- The Contractor shall participate in improvement programs as stipulated by the employer.

5.1.3 Management and Reporting

- The type of reports, level of detail and frequency of reporting will be mutually agreed by the Employer and the Contractor during the contract negotiation phase of this agreement. These may change from time to time on request by the Employer.
- The Contractor to be represented at all Employer safety meetings.
- The Contractor to be represented at any ad-hoc meetings that may arise in order to address any work progress or safety related matters.
- Liaison meetings shall be held with the Employer's Representative or his/her delegate on a monthly basis to discuss any technical details, or concerns.

5.1.4 Quality and Documentation Control

- The Contractor shall ensure that any witness, hold and inspection points are strictly adhered to.
- The Contractor to ensure that all measuring and test equipment is calibrated at all times & proof thereof must be readily available.
- All Quality References, Standards and Specifications as stipulated in this document will be adhered to.
- Work will only be conducted with an Employer approved Quality Management Programme.
- The Contractor shall utilise the Employer's quality documentation management system and processes.

5.2 Site Facilities and Services Provided by Contractor

5.2.1 Service Cost

- The Contractor's performance evaluation shall be done during monthly meetings between the Contractor and the Employer.
- Quoted prices should be in line with the attached price lists,

5.2.2 Communication and Correspondence

All correspondence includes;

- Lethabo Power Station

- Employer's Contract number
- Contract description
- Correspondence subject matter
- Employer's name and contact details
- Contractor contact details
- Date

Where appropriate the correspondence includes the Employer's reference and is delivered as a single package.

All communications from the Contractor are numbered sequentially with a prefix as advised by the Employer. The Employer responds in like manner. The prefix and numbering system is decided upon at the Inaugural meeting.

5.2.3 Electrical Equipment / Appliances, Lighting and Power

- Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements as detailed in LBA 00030, and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.
- The *Contractor* provides at his own expense any temporary local lighting, and ensures that it is in accordance with the requirements of the Factories Inspector.
- The *Contractor* provides at his own expense, all temporary wiring and cabling to route power from the point of supply to the various points where it is required, maintain same and remove on completion.

5.2.4 Water

- The *Contractor* provides at his own cost, all connection fittings, pipe-work, temporary plumbing, and pumps necessary to lead the water from the point of supply to the various points where it is required, maintain same and remove on completion.
- Such fittings must be compatible with the *Employer's* fittings so that galvanic corrosion of pipe-work is prevented.
- Water wastage due to un-maintained pipe work or fittings provided by the *Contractor* will be calculated and will be for the cost of the *Contractor*.

5.2.5 Compressed Air

- The *Contractor* provides at his own cost, all connection fittings and pipe-work necessary to lead the compressed air from the point of supply to the various points where it is required, maintain same and remove on completion.

- Such fittings must be compatible with the *Employer's* fittings so that galvanic corrosion of pipe-work is prevented.
- Compressed air wastage due to un-maintained pipe work or fittings provided by the *Contractor* will be calculated and will be for the cost of the *Contractor*.

5.2.6 Ventilation

- The *Contractor* is responsible for adequate ventilation of the works.

5.2.7 Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be road worthy.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.

5.2.8 Security

- The *Contractor* is responsible for all security on *site*, viz. fencing off, night watch and access control in order to secure all plant, materials and the *works* itself. All these measures must be in accordance with any relevant regulations and standards and subject to the *Employer's* approval.
- It is also the *Contractors* responsibility to ensure the security of all completed portions of the *works* prior to Completion.

5.2.9 Accommodation of Employees

- The *Contractor* is responsible for the provision of accommodation or meals of his own personnel, and the cost thereof to be included in his *Price*.
- The *Contractor* is responsible for the provision of transportation for all Personnel to site, from site and on Site. The cost thereof to be indicated in the Price List.

5.2.10 Offices, Workshops and Stores

- The *Employer* provides, erect and maintain for his own use, any additional office accommodation and stores he requires, together with drainage, lighting, heating, and hot and cold water services as required.
- The *Contractor's* site establishment price includes all treatment of the [site that he considers](#) necessary for his entire operation throughout his period of occupation and under all weather conditions.
- The *Contractor* also includes for all security and access arrangements that he considers necessary.

5.2.11 Sanitary Facilities

The *Contractor* provides, service, maintain and remove on completion any additional facilities required and allow for it in his *Price*.

The *Contractor's* employees who work with asbestos is not allowed to use the *Employer's* ablution or messing facilities at the workplace during and after stripping of lagging materials, for fibres that may be attached to workers clothing, or to any other article.

6 Services and other things provided by the *Employer*

The *Employer* may at his own discretion supply any other Plant and Materials as required by the *Contractor* to provide the services.

6.1 Supply of Electricity

- Under no circumstances is the *Contractor* or his employees allowed connecting up to any electrical supply without the permission of the *Employer*.
- 220V AC 50Hz, 30A and 380V, 60A power supplies are available. All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* must comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.
- No guarantees of power supply quality are given and power supply breaks of some duration may occur without warning and it shall not be grounds for additional time or compensation

6.2 Water

- Under no circumstances is the *Contractor* or his employees allowed connecting up to any piped services without the permission of the *Employer*.
- The *Employer* makes available free of charge, potable water as required for the purpose of this Contract. The *Employer* does not guarantee continuity of supply and in such cases the *Contractor* makes his own provision for standby supplies to maintain continuity.
- The *Employer* makes available, free of charge, demineralized water as required for the works.
- The variation of pressure in the water supply, or breakdown in the supply, is not considered grounds for additional time or compensation.

6.3 Compressed Air

- Under no circumstances is the *Contractor* or his employees allowed connecting up to any piped services without the permission of the *Employer*.
- The *Employer* attempts to make available compressed air (oil free & dry and at selected points) to a pressure reaching lows of 620 kPa and highs of 640 kPa. No guarantees of air supply quality are given, and air supply breaks of some duration may occur without warning.
- The variation of pressure in the air supply, or breakdown in the supply, is not considered grounds for additional time or compensation.

6.4 Scaffolding

- The *Employer* makes available scaffolding, free of charge to the *Contractor*.

- The *Contractor* will indicate in the program the need for scaffolding, the size thereof, as well as the loading requirements and the duration of use and communicate it to the *Employer*, on submission of the program.
- Under no circumstances is the *Contractor* or his employees allowed to use scaffolding which have not been certified safe for use.
- The delay in scaffolding, in the event of the *Contractor* failing to indicate the need thereof in the program, is not considered grounds for additional time or compensation.

6.5 Roads

- All traffic is limited to using existing roads.
- The *Employer* recovers any costs from the *Contractor* that is incurred from damage caused to underground services, structures, etc., as a result of the *Contractor* not using the prescribed routes.

6.6 First Aid Centre

- Ambulance and first aid facilities are available at a fee on site.

6.7 Telecommunications

- The *Contractor* arranges with the *Employer* for the use of telecommunication services. The use and the cost associated with the telephone will be for the *Contractor's* account.
- Failure to pay the amounts due will result in the *Employer* deducting the amounts from any tax invoice/ payment certificates, handed in to the *Employer* for payment.

7 Site Procedures and Regulations

7.1 Permit to Work System

- NO work shall be carried out without a "PERMIT TO WORK"
- The *Contractor's* Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Lethabo Power Station, Eskom OPR 3305.
- A Master Permit to Work is used on declared major outages, details can be found in local procedure LBA 00085. Permit changes are made during the dead time, if it is required by the *Contractor* that a certain supply be made available or plant tested than this can be applied for at the Outage Management Meeting at least 1 day in advance.
- Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any *Contractor* employee found tampering with such plant will be permanently removed from Site.

7.2 Safety Induction Course

- All the employees of the *Contractor* must attend a safety induction course before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
- A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the date and time of arrival so that the safety induction can be arranged.

7.3 IBI Awareness Techniques

- “To prevent incidents and ensure continuous improvement of Lethabo Power Stations business performance in all areas affecting safety, reliability and production, it is expected of all CONTRACTORS service personnel, to attend a three(3) hour training session on Integrated Business Improvement Awareness, which has to be done as soon as work has commenced;
This is to ensure familiarization and use of error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self-checks(STAR principle), Job observations, Effective communications e.g.3- way, Questioning attitude, Procedural adherence, Hand overs and other related topics.
- A monthly IBI scorecard to be completed indicating the use of error prevention tools/ techniques;
The assigned employee fulfilling the role of IBI representative has to attend the IBI representative's forum fortnightly, on Tuesdays, duration one hour.
- An IBI representative appointed by the Contractor/Supplier/Consultant to attend the IBI Representative Forum One (1) hour every Tuesday (fortnightly).
- IBI Awareness training will be provided by Lethabo Power Station personnel, free of charge, course bookings can be arranged by contacting Rabie Heymans on extension 5040.

7.4 Transportation of passengers: open LDV's:

No *Eskom employee* or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's).

It is a legal requirement to provide safe transportation of *Eskom* and *Contractor* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported. NO passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to on site and off site transportation of passengers.

7.5 Eskom Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

- **Rule 1:** Open, Isolate, Test, Earth, Bond, And/or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs and alcohol.
- **Rule 5:** Use a permit to work – where an authorization limitations exists, no person shall work without the required permit to work.

Key points

1. Comply with all relevant life-saving rules at all times
2. Comply with all relevant safe work procedures
3. Guard against complacency
4. Ensure proper work planning and communication between Eskom and Contractor before performing any activity

Always remember:

- **No operating condition or urgency of service can justify endangering a person's life or causing injury or damage to the environment.**
- **Employees/Contractors to follow correct processes when exercising their right of refusal to perform work in an unsafe situation.**

7.6 Local Safety Procedures

- The *Contractor* adheres to all local procedures. A list of local procedures are available on request from the *Employer*

7.7 Incidents / Accidents

- Incidents and accidents must be reported and investigated as detailed in LBA 00030. All incidents must also be reported to the *Employer* within 24 hours.
- First aid must be made available either by the *Contractor* or use can be made of the Lethabo medical centre at a fee. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Lethabo Procedure.

7.8 Fire Prevention

- Fire prevention and protection requirements to which *Contractors* must comply are detailed in LBA 00030.

7.9 Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment necessary to carry out the *works* and the Contractor shall ensure that all overalls for his staff have clearly identifying **company LOGO's**.
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures.

7.10 Inspection of Equipment

- The *Contractor's* equipment is inspected by an authorised Eskom employee on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.
- Training of operators must comply with the Works Information and statutory requirements.

7.11 Documentation

The *Contractor* is responsible to have the following documentation available on site in accordance with LBA 00030:

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer.

SD&L OBLIGATIONS

Note: The undertakings shall be sourced from previously disadvantaged Communities around Sedibeng and Fezile Dabi District Municipalities.

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

	YES	NO
b) Is this Commodity or part of it a Designated Sector?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Not applicable		

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** and must be tender returnable if applicable.

2.2 CIDB Skills Development

Continuation of Mandatory Requirements

b) Is there CIDB compulsory training?

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
Not applicable	

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	N/A	
Description	N/A	

NOTE: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

2.3 National Industrial Participation Programme (NIPP)

Eskom will implement the NIPP requirement, which determines that the contractor/supplier must contact the Department of Trade, Industry and Competition (dtic) to arrange for support and development of local businesses. Eskom is required to inform the tenderers of this requirement. NIPP will only be applicable for contracts with an FGN component or content of USD 5 million or more.

The following narrative must be captured in all tenders that have import/foreign content equal to or in excess of USD 5 million:

"NIPP is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilising the instrument of government procurement. The NIPP programme is mandatory for all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding USD 5 million.

"The programme targets South African and foreign industries, enterprises, and suppliers of goods and services to government/parastatals, where the imported content of such goods and services equals to or exceeds USD 5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans, which, when implemented, generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R&D, and technology transfer.

"Companies with an NIPP obligation must sign this obligation agreement with the Department of Trade, Industry and Competition DTIC before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the DTIC and the supplier. It defines the NIPP obligation value(s), requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes, and the NIPP credit allocation criteria.

"All tenders with an import content that is equal to or exceeds the threshold of USD 5 million compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the dtic before signing the contract with Eskom."

2.4 Mandatory Subcontracting as condition of award

Tenderers shall subcontract a minimum of 5% of the contract value to the following designated groups:

- an EME or QSE which is 51% owned by black people. underdeveloped area or townships.

NOTE 1: Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

Potential scope to be subcontracted and/or outsourced:

- Medicals.
- Supply of PPE.
- Printing of PPE logos for company identification.

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

3.1. BBBEE requirements: All tenderers are required at a minimum maintain their BBBEE status throughout the contract period:

3.2 Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3.3. Subcontracting Requirements

Is there a requirement for subcontracting?

If Yes, what is the targeted subcontracting percentage
(ED requirements can be fulfilled through subcontracting)

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated

groups; and

- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	0%	
Black Women Owned	1.0%	
Black Youth Owned	1.0%	
Black Persons with Disability	3.0%	

3.4. Jobs Opportunities.

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

3.5. Enterprise Development

Are there specific ED requirements that are not achievable through Sub-contracting?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes, the main contractor is required propose development in the following areas or against the following Eskom's targets:

Eskom's Target	Tenderer Proposal
The bidder to identify and incubate a Small Measured Entity from the above-mentioned District Municipalities. Assistance could be in the form of business support/ equipment/finance.	

A detailed ED plan that shows impact to the beneficiary should be submitted to the employer for approval prior to contract award. The ED implementation plan should include the following:

- ☐ Clear objective.
- ☐ Priority interventions
- ☐ Key performance indicators; and
- ☐ A concise implementation plan with clearly articulated milestones

2 List of drawings

2.1 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

C4 Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract:

1. Site Procedures and Regulations

1.1 Health and Safety Requirements

The *Contractor* and his sub-*Contractors* ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority.

- The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information.
- In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures the compliance by its employees, agents, Sub-*Contractors* and mandataries with:
- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and the Eskom "Health, Safety and Environmental specifications for *Contractors*" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and the health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements
(The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)
- The *Contractor*, at all times, considers itself to be the "*Employer*" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub-*Contractors* and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements
- The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.
- The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.
- The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request: supply the Eskom Safety Officer with copies of minutes of all Health And Safety Committee meetings, whenever he is required to do so; supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the duration of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*;

PROJECT AND CONTRACT TITLE: THE CO-ORDINATION, CONTROL AND ASSURANCE OF QUALITY ASPECTS INCLUSIVE OF PHYSICAL INSPECTIONS AND STRATEGIC/OVERSIGHT INTERVENTIONS. APPLICABLE TO ROUTINE MAINTENANCE, PROJECTS AND OUTAGE RELATED SOW AT LETHABO POWER STATION FOR A PERIOD OF THREE (3) YEARS.

- refuse any employee, Sub *Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
 - issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.
 - The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer's Representative*.
- The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
 - The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be reachable 24 hours a day.
 - The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub-*Contractors* or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.
 - The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-*Contractors*, to the extent permitted by the OHSA.
 - The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandataries to comply with their obligations in terms of clause 16, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, Sub *Contractors* and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.
- In carrying out his obligation as the mandatory to the *Employer* for this contract in terms of the National Environmental Management Act No.107 of 1998, the *Contractor* ensures that he complies with the Act when Providing the Services or using plant, materials or equipment.

1.2 Permit to Work System

- NO work shall be carried out without a "PERMIT TO WORK"
- The *Contractor's* Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Lethabo Power Station, Eskom OPR 3305. The *Contractor* must also make provision for a Authorise supervisor that is trained according to the procedure mentioned above.
- A Master Permit to Work is used on declared major outages, details can be found in local procedure LBA 00085. Permit changes are made during the dead time, if it is required by the *Contractor* that a certain supply be made available or plant tested than this can be applied for at the Outage Management Meeting at least 1 day in advance.
- Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any *Contractor* employee found tampering with such plant will be permanently removed from Site.

1.3 Safety Induction Course

- All the employees of the *Contractor* must attend a safety induction course before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.

PROJECT AND CONTRACT TITLE: THE CO-ORDINATION, CONTROL AND ASSURANCE OF QUALITY ASPECTS INCLUSIVE OF PHYSICAL INSPECTIONS AND STRATEGIC/OVERSIGHT INTERVENTIONS. APPLICABLE TO ROUTINE MAINTENANCE, PROJECTS AND OUTAGE RELATED SOW AT LETHABO POWER STATION FOR A PERIOD OF THREE (3) YEARS.

- A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the date and time of arrival so that the safety induction can be arranged.

1.4 IBI Awareness Techniques

- "To prevent incidents and ensure continuous improvement of Lethabo Power Stations business performance in all areas affecting safety, reliability and production, it is expected of all **CONTRACTORS** service personnel, to attend a three(3) hour training session on Integrated Business Improvement Awareness, which has to be done as soon as work has commenced; This is to ensure familiarisation and use of error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self-checks(STAR principle), Job observations, Effective communications e.g.3- way, Questioning attitude, Procedural adherence, Hand overs and other related topics.
- A monthly IBI scorecard to be completed indicating the use of error prevention tools/ techniques; The assigned employee fulfilling the role of IBI representative has to attend the IBI representative's forum fortnightly, on Tuesdays, duration one hour.
- An IBI representative appointed by the *Contractor/Supplier/Consultant* to attend the IBI Representative Forum One (1) hour every Tuesday (forth nightly).
- IBI Awareness training will be provided by Lethabo Power Station personnel, free of charge, course bookings can be arranged by contacting Rabie Heymans on extension 5094".

1.5 Transportation of passengers: open LDV's:

No *Eskom employee* or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's).

It is a legal requirement to provide safe transportation of *Eskom* and *Contractor* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported. NO passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to on site and off site transportation of passengers.

1.6 Eskom Cardinal Rules:

Five Cardinal Rules have been developed that will apply to all Eskom employees, agents, consultants and *Contractors*.

- **Rule 1:** Open, Isolate, Test, Earth, Bond, and/Or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs and alcohol).
- **Rule 5:** Use a permit to work – where an authorization limitations exists, no person shall work without the required permit to work.

1.7 Local Safety Procedures

- The *Contractor* adheres to all local procedures. A list of local procedures are available on request from the *Employer*.

1.8 Incidents / Accidents

- Incidents and accidents must be reported and investigated as detailed in LBA 00030. All incidents must also be reported to the *Employer* within 24 hours.

PROJECT AND CONTRACT TITLE: THE CO-ORDINATION, CONTROL AND ASSURANCE OF QUALITY ASPECTS INCLUSIVE OF PHYSICAL INSPECTIONS AND STRATEGIC/OVERSIGHT INTERVENTIONS. APPLICABLE TO ROUTINE MAINTENANCE, PROJECTS AND OUTAGE RELATED SOW AT LETHABO POWER STATION FOR A PERIOD OF THREE (3) YEARS.

- First aid must be made available either by the *Contractor* or use can be made of the Lethabo medical centre at a fee. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Lethabo Procedure.

1.9 Fire Prevention

- Fire prevention and protection requirements to which *Contractors* must comply are detailed in LBA 00030.

1.10 Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment necessary to carry out the *works* and the *Contractor* shall ensure that all overalls for his staff have clearly identifying **company LOGO's**
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures.

1.11 Inspection of Equipment

- The *Contractor's* equipment is inspected by an authorised Eskom employee on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.

1.12 Documentation

The *Contractor* is responsible to have the following documentation available on site in accordance with LBA 00030:

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer

1.13 Environmental Policy and Waste Handling

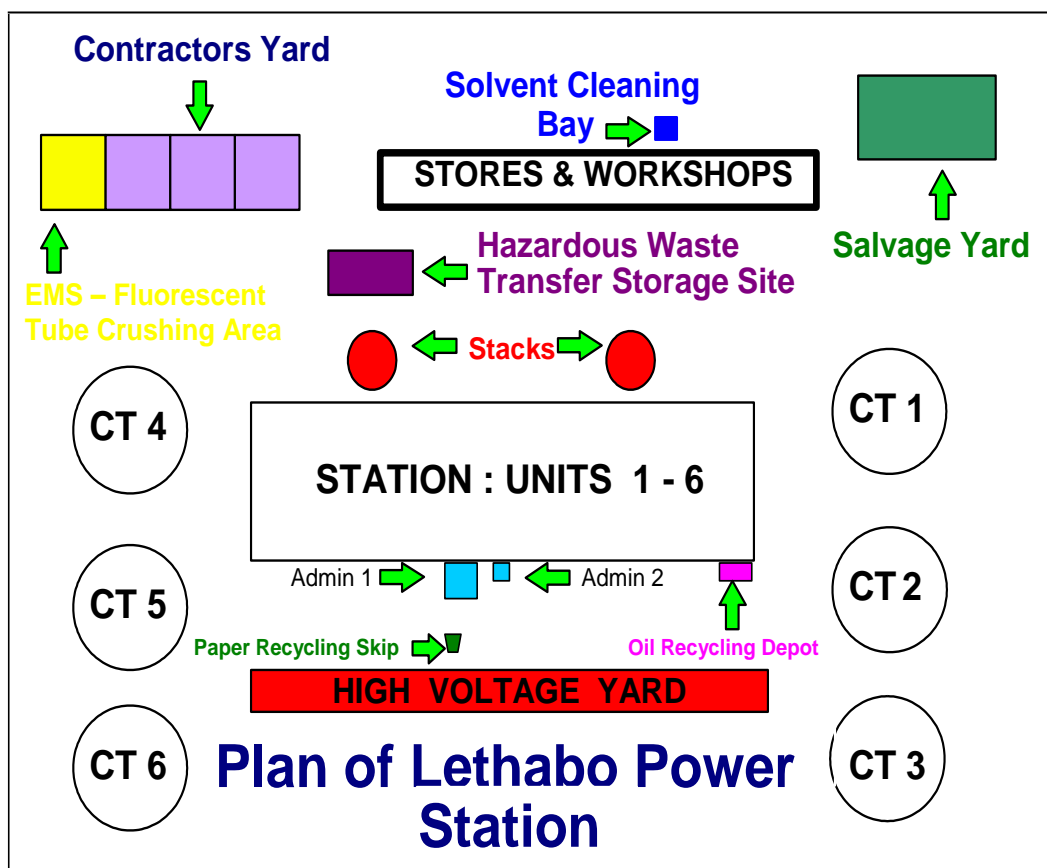
Lethabo Environmental Statement of commitment must be adhered to.

The contractor shall submit to Eskom an EMP to be reviewed and approved by Eskom environmental officer, one week before the commencement of works.

1.14 Disposal of Waste

Waste shall be removed promptly to the designated disposal area. No stockpiling will be permitted.

- Domestic waste to the white waste bins
- Production waste in the marked bins i.e. coal and ash only
- Paper and cans to their respective recycling bins
- Contact Civil Engineering for the disposal of building rubble
- Scrap metal, Wood & Rubber, Redundant Valves, Pipes, Equipment etc. to be placed in the marked bins in the new Salvage Yard. Solvents and cloths used to the Cleaning Bay.



1.15 Hazardous Waste Disposal and Handling

- Hazardous / toxic waste includes all waste which contains elements or compounds listed as hazardous substances in terms of the Hazardous Substances Act No. 15 of 1973.
- Any *Contractor* who produces hazardous waste on site will be responsible for the safe removal of such waste to a registered Class I site by a waste removal and disposal body.
- The *Contractor* is required to produce a certificate of safe disposal in accordance with LBA 00054.
- The *Contractor* must ensure that persons handling hazardous waste have undergone suitable training and are acquainted with cleaning methods in case of a spillage.
- The *Contractor* is also responsible for the safe removal of their hazardous waste to Lethabo's Hazardous Waste Store. Other requirements for hazardous waste are detailed in LBA 00030.
- In order to ensure effective hazardous waste management, a copy of the *Contractors'* hazardous waste inventory must be supplied to the *Employer* at least 2 days prior to the occupation date.

Abbreviated list of Hazardous Materials

Acids and alkalis	Hydrocarbons	Pesticides & insecticides
Antimony and its compounds	Inorganic cyanides	Pharmaceuticals
Arsenic compounds	Inorganic compounds containing halogens	Phosphorus and its compounds
Asbestos	Inorganic compounds containing sulphur	Selenium and its compounds
Barium compounds	Laboratory chemicals	Silver compounds

Beryllium compounds	Lead compounds	Tarry & petroleum products
Biocides & phytopharmaceutics	Medical wastes	Tellurium and its compounds
Boron compounds	Mercury compounds	Thallium and its compounds
Cadmium and its compounds	Nickel and its compounds	Vanadium compounds
Chromium compounds	Organic halogen compounds	Zinc compounds
Copper compounds	Paints and paint sludges	Waste with flash point < 60°C
Heterocyclic organic compounds	Peroxides, chlorates	

1.16 Plant & Materials

- The *Employer* may at his own discretion, supply any Plant and Materials as may be required by the *Contractor* to Provide the Works.
- The *Contractor* is to notify the *Employer* in writing, 48 hrs in advance, of such Plant and Materials required.

1.17 Access to and Departure from the Site:

- The Site is at Lethabo Power Station situated \pm 18 km South of Vereeniging on the Viljoensdrift - Deneysville Road, Free State. Access to the site will be via the main security gate only. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Contractor* allows in his price and program for delays at the security gate. The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to briefcases and toolboxes.

1.18 Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the *Employer* who arranges for all gate permits.

1.19 Equipment or Material Access and Removal

Access

- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on an OV18 form.

Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant OV18 forms or the equipment lists.
- If the equipment or material is to be removed the same day, on which they were brought on to site, then the OV18 form will need to be produced at the gate when leaving the site.
- If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original OV18, with which the *Contractor* brought the equipment on site.

1.20 Site or Area Establishment and Evacuation

Application for Site Establishment:

- Sites are allocated according to availability, the period for which the *Contractor* is going to be on site, or if special circumstances warrant the allocation of a site. Documentation to support this application can be submitted.
- The location of the site or area is indicated during the site or area take-over inspection.

Site Establishment:

- The *Contractor* does not occupy any site or area other than that allocated to him.
- The *Contractor* does not occupy the site or area prior to the take-over inspection.
- The *Contractor* maintains the site or area provided to him to the satisfaction of the *Employer*.
- The *Employer* subjects the *Contractor's* site or area to periodic inspection.

Site Evacuation:

- The *Contractor* advises the *Employer* in writing, five (5) days in advance of evacuation in accordance with LBA 00030. Immediately prior to evacuation the necessary take-over inspection must take place.

1.21 Electrical Equipment / Appliances, Lighting and Power:

- Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements as detailed in LBA 00030, and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.
- The *Contractor* provides at his own expense any temporary local lighting, and ensures that it is in accordance with the requirements of the Factories Inspector.
- The *Contractor* provides at his own expense, all temporary wiring and cabling to route power from the point of supply to the various points where it is required, maintain same and remove on completion.

1.22 Water

- The *Contractor* provides at his own cost, all connection fittings, pipe-work, temporary plumbing, and pumps necessary to lead the water from the point of supply to the various points where it is required, maintain same and remove on completion.
- Such fittings must be compatible with the *Employer's* fittings so that galvanic corrosion of pipe-work is prevented
- Water wastage due to un-maintained pipe work or fittings provided by the *Contractor* will be calculated and will be for the cost of the *Contractor*.

1.23 Compressed Air

- The *Contractor* provides at his own cost, all connection fittings and pipe-work necessary to lead the compressed air from the point of supply to the various points where it is required, maintain same and remove on completion. Such fittings must be compatible with the *Employer's* fittings so that galvanic corrosion of pipe-work is prevented
- Compressed air wastage due to un-maintained pipe work or fittings provided by the *Contractor* will be calculated and will be for the cost of the *Contractor*.

1.24 Ventilation

- The *Contractor* is responsible for adequate ventilation of the works.

1.25 Security

- The *Contractor* is responsible for all security on *site*, fencing off, night watch and access control in order to secure all plant, materials and the *works* itself. All these measures must be in accordance with any relevant regulations and standards and subject to the *Employer's* approval.
- It is also the *Contractors* responsibility to ensure the security of all completed portions of the *works* prior to Completion.

1.26 Offices, Workshops and Stores

- The *Contractor* shall provide, erect and maintain for his own use, any additional office accommodation and stores he requires, together with drainage, lighting, heating, and hot and cold-water services as required.
- The *Contractor's* site establishment price includes all treatment of the site that he considers necessary for his entire operation throughout his period of occupation and under all weather conditions.
- The *Contractor* also includes for all security and access arrangements that he considers necessary.

1.27 Sanitary Facilities

- The *Contractor* shall provide service, maintain and remove on completion any additional facilities required and allow for it in his *Price*.
- The *Contractor's* employees who work with asbestos are not allowed to use the *Employer's* ablution or messing facilities at the workplace during and after stripping of lagging materials, for fibres that may be attached to workers clothing, or to any other article.