



NEC3 Term Service Contract (TSC3)

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

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

for **Configuration Management Service for a period of 60 months**

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

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Configuration Management Service for a period of 60 months

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer: _____

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those e 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 authorized 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)

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a 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
		X13: Performance bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg

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

10.1	The <i>Service Manager</i> is (name):	[•]
	Address	Kusile Power Station Balmoral Road, Witbank,1034
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Kusile Power Station
11.2(13)	The <i>service</i> is	Configuration Management Service. Ref to C3 Works Information
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Localization requirements for use of local labour. • Localization requirements for use of local transport • Valid qualifications of key personnel • Employees with clear criminal records
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
2	The Contractor's main responsibilities	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	Three (3) weeks
3	Time	
30.1	The <i>starting date</i> is.	As per the Task Order
30.1	The <i>service period</i> is	60 months
4	Testing and defects	As per NEC3 TSC Core clause 4
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 th 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	60 days from the receipt of tax invoice as per Eskom payment terms
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

6	Compensation events	As per NEC3 TSC Core clause 6
7	Use of Equipment Plant and Materials	As per NEC3 TSC Core clause 7
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	NONE
9	Termination	As per NEC3 TSC Core clause 9

10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	1st Floor, Maisels Chamber, 4 Protea Place, Sandton
	Tel No.	011 320 0600
	Fax No.	011 320 0533
	e-mail	info@arbitration.co.za
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Republic of South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	

X1	Price adjustment for inflation		
X1.1	The <i>base date</i> for indices is	One-month prior to the tender closing date. Prices are fixed for the first 12 months of the contract. CPA can only then be applied after the first 12 months.	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.	[•]
		0.	[•]

		0. 0. [•] 1.00	[•] [•] non-adjustable	[•] [•]
X2	Changes in the law	As per Secondary Option X2 of the NEC3 TSC.		
X13	Performance bond			
X13.1	Performance bond			
X13.1	The amount of the performance bond is	7 % of the Task Order value.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	PSR authorisation shall be obtained within 6 months of contract date and damages will amount to 1% of the monthly assessment.		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none">the total of the Prices at the Contract Date andthe 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 total of the Prices other than for the additional excluded matters.

The *Contractor's* total liability for the additional excluded matters is not limited.

The additional excluded matters are amounts for which the *Contractor* is liable under this contract for

- 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 *Employer's* property, Plant and Materials),
- death of or injury to a person and
- infringement of an intellectual property right.

X18.5	The <i>end of liability date</i> is	12 months after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Three (3) weeks
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organizations then these persons or organizations 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 organizations 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	The replacement cost where not covered by the

Equipment	<p><i>Employer's insurance.</i></p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
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	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>
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 li 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
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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, normalized 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 milliliter 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 milliliter 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.

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 andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

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 finalizing the *price list* the *Contractor*:

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Preliminaries and General				
1.1	Safety File	Once Off	1		
1.2	Medical (Entry, Exit and contingency for employee turnover)	Per Year	5		
1.3	PPE (Per Year)	Per year	5		
1.4	Security Clearance Certification (Obtained from SAPS, MIE or Accredited Institution)	Per Year	5		
2	Time Related				
2.1	Home to Work (14/15-Seater Bus) – x1	Monthly	60		
2.2	Light Driven Vehicle – x1	Monthly	60		
3	Labour (Normal Hours)				
3.1	Configuration Management Technician - x6	Hours	9760		
3.2	Senior Draughtsperson – x1	Hours	9760		
3.3	Coding Technician – x2	Hours	9760		
3.4	Documents Controller – x2	Hours	9760		
4	Material (Signage and Labelling)				
4.1	Label Type GA (Anodised Aluminium)	160x40mm	10 000		
	Label Type GA (Stainless Steel)	160x40mm	5 000		
	Backplate (Anodised Aluminium)	160x40mm	15 000		
4.2	Label Type GB (Anodised Aluminium)	120x25mm	5 000		
	Label Type GB (Stainless Steel)	120x25mm	4 000		
	Backplate (Anodised Aluminium)	120x25mm	9 000		
4.3	Label Type GC (Anodised Aluminium)	95x50mm	6 000		
	Label Type GC (Stainless Steel)	95x50mm	2 000		
	Backplate (Anodised Aluminium)	95x50mm	8 000		
4.4	Label Type GD	120x50mm	6 000		

Item nr	Description	Unit	Expected Quantity	Rate	Price
	Label Type GD (Stainless Steel)	120x50mm	2 000		
	Backplate (Anodised Aluminium)	120x50mm	8 000		
4.5	Label Type GE	95x20mm	3 000		
	Label Type GE (Stainless Steel)	95x20mm	3 000		
	Backplate (Anodised Aluminium)	95x20mm	6 000		
4.6	Label Type GH	100X50mm	3 000		
	Label Type GH (Stainless Steel)	100x50mm	1 000		
	Backplate (Anodised Aluminium)	100x50mm	4 000		
4.7	Label Type EA - White Graflux	150+400x40mm	1 000		
	Traffolyte	150+400x40mm	1 000		
4.8	Label Type EB - White Graflux	400x25mm	400		
	Traffolyte	400x25mm	400		
4.9	Label Type EC - White Graflux	75+160x35mm	400		
	Traffolyte	75x160x35mm	400		
4.10	Label Type ED - White Graflux	150x40mm	400		
	Traffolyte	150x40mm	400		
4.11	Label Type EE - White Graflux	20+80x21mm	400		
	Traffolyte	20+80x21mm	400		
4.12	Label Type EF - White Graflux	220x35mm	400		
	Traffolyte	220x35mm	400		
4.13	Label Type EG - White Graflux	45x25mm	400		
	Traffolyte	45x25mm	400		
4.14	Label Type EH - White Graflux	120x50mm	400		
	Traffolyte	120x50mm	400		
4.15	Label Type EI - White Graflux	20+75x20mm	400		
	Traffolyte	20+75x20mm	400		
4.16	Label Type EJ - White Graflux	20x10mm	400		
4.17	Label Type EK - White Graflux	20x10mm	400		
4.18	Label Type EL - White Graflux	20x10mm	400		
4.19	Label Type EM - White Graflux	1100x230mm	400		
4.20	Label Type EM.1 - White Graflux	400x250mm	400		
4.21	Label Type EM.2 - White Graflux	300x200mm	400		

Item nr	Description	Unit	Expected Quantity	Rate	Price
4.22	Label Type EM.3 - White Graflux	300x200mm	400		
4.23	Label Type EN – K-Type – flexible markers on 10-digit carrier strips	PVC	400		
4.24	Label Type EP – This shall be used for all exterior cables to be labelled with stainless steel	Stainless Steel	400		
5	Piping and Stenciling (Stencil (Heat Resistant) 21 Characters. Font to be determined by Pipe diameter or plant area)				
5.1	BOILER				
5.1.1	35mm Piping	20mm	100		
5.1.2	200mm Piping	100mm	200		
5.1.3	+200mm Piping	150mm	100		
5.2	TURBINE				
5.2.1	35mm Piping	20mm	100		
5.2.2	200mm Piping	100mm	100		
5.2.3	+200mm Piping	150mm	100		
5.3	WTP & OTHERS				
5.3.1	35mm Piping	20mm	100		
5.3.2	200mm Piping	100mm	100		
5.3.3	+200mm Piping	150mm	100		
6	Mimic Panels				
6.1	Chromadek	A4/A3	400		
6.2	Traffolyte	A4/A3	400		
7	KKS LABELS FITTING CONSUMABLES				
7.1	Silicon based adhesive guaranteed effectiveness for 20 years (Sikaflex 252 per 600ml tube)		300		
7.2	3.2mm Pop Rivets /Pack of 100		100		
7.3	Stainless Steel Cable Tie (per pack of 100)		200		
7.4	Stainless Steel Strap (per roll)		400		
7.5	Hose clamps (per packet of 10)	14-32mm	800		

Item nr	Description	Unit	Expected Quantity	Rate	Price
7.6	Hose clamps (per packet of 10)	19-44mm	800		

The total of the Prices

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in _____.		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R
C	Target contract with price list	
11.2(12)	The price list is in	
11.2(20)	The tendered total of the Prices is	R

E	Cost reimbursable contract
11.2(12)	The price list is in
11.2(19)	The tendered total of the Prices is R

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

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1 Description of the service

1.1 Executive overview

Design and Specification Management as custodian of configuration management is required to provide a structured approach on how to identify, control and maintain configuration management items/ elements throughout the operational plant life cycle. However, the main function of configuration management is to provide business or organisation with an assurance and evidence base plant configuration status account (data management and system identification and control). This is one critical element of sound management in terms of design base and physical plant system's integrity and safety features (Eskom's Intellectual Property)

Mostly it is essential to ensure plant configuration technical data and plant physical design artifacts are align and consistence aligned and consistent with design base (as built drawings), and any inconsistency between the two elements might results to poor plant governance or asset management information, financial implications, statutory contravention, safety related implications and lastly poor operational and maintenance work management. This document describes the details of the work breakdown and applicable plant areas, including requirements and specifications for this function.

Generation Kusile Power Station decided to outsource partial configuration management (plant configuration maintenance service) functions to suitably qualified, experience and well-established *Contractor*. This document describes the details of the applicable plant areas, including requirements and specifications for this function.

1.2 Employer's requirements for the service

1.2.1 Plant Configuration Management Status Account

- a) Plant walkdown/or and inspections (design base verification, validation, and audits) physical versus design base information.
- b) Supply, install and maintenance of plant labels or tags (KKS tags or labels for system identification and quality management).
- c) Configuration maintenance management for outage scope and including pre and post plant walkdown or system inspections (*Contractor* oversee reinstatement of labels to its normal state or better than before) and including management of configuration notification close-out (with proof of evidence).
- d) Verify plant as built/or and signed P&ID drawings and update (redlining) and align with other related technical documents (update of equipment list, schedule and part list).

1.2.2 Design base and SAP Status Account

- a) Manage plant break down structure (PBS) audits and ensure collected data through plant walkdown is align and accurate with the plant design base (for a purpose of updating SAP database by Gx CM Technicians).
- b) Technical documents and records management and including linking/validation of configuration management document (sign-off of KKS certificates and validation equipment list, schedule, and part list).
- c) SAP database update and PBS review and conduct and address gap analysis between design base and SAP system.

1.2.3 Plant Labelling

- a) Verify compliance of installed plant tags or labels as per Eskom Standards and requirements. The *Contractor* shall fit labels in such a manner as to not hamper routine operations and maintenance activities.
- b) The *Contractor* shall supply labels or tags together with accessories required for label manufacturing and installation. Alternatively, the *Contractor* can print the labels at their place of work and bring them on site for installation after obtaining employer's approval.
- c) The *Contractor* shall not attach labels to removable equipment or component (i.e. Motor, Valves, Pump, Transmitter or Lagging) but will be attached to non-removable structures as near to it as possible, without compromising identity of exact equipment.
- d) *Contractor* shall fit labels in a position where they can be easily seen without compromising identity of exact equipment. In case labels cannot be fitted on the equipment properly, brackets/stands to be installed so as to clearly identify equipment, without posing a hazard.
- e) Highlight trends for KKS tags or labels non-compliance relating to coding descriptions, duplication errors, missing labels and use of poor material.
- f) Perform manufacturing and installation of labels as required and labels shall also be fitted on non-interchangeable or removable covers. All labels to be mounted on a vertical level flat surface to minimize dirt build-up.
- g) Label fixing devices, for example rivets, self-tapping screws or adhesives, should not penetrate the equipment housing or constitute a potential source of corrosion. Fixing devices or drilling holes may not cover or damage the engraving on the labels. Adhesives may only be used on cabinets and panels.
- h) Latest P&IDs/As-built to reflect the status of the plant design base and shall match with installed plant labels
- i) Any signage and painting required outside of the standard scope – will be based on agreed quotation with handling markup – part of tender requirements – to give a markup %

1.2.4 Plant Coding and Stenciling or Marking (Piping)

- a) The *Contractor* shall supply suitably qualified and experienced personnel required for this service.
- b) The *Contractor* shall supply their employees with required Personal Protective Equipment (PPE) to work in both operating plant environment and plant under construction.
- c) The *Contractor* shall supply paint from SANS approved manufacturer. The *Contractor* shall ensure that paint supplied is tested in the manufacturer's factories to ensure good quality of paints.
- d) The paint systems must be resistant to colour change and must be compatible with other paint systems and primers proposed. In addition, the primers proposed must be compatible with the substrates on which they are applied, viz. concrete and steel.

1.2.5 Draughtsman

- a) The *Contractor* shall supply suitably qualified and experienced personnel required for this service. This will be an Ad hoc service supplied by the service provider or *Contractor*.
- b) The *Contractor* shall supply their employees with required Personal Protective Equipment (PPE) to work in both operating plant environment and plant under construction.
- c) Ability to create specialized technical drawings, both hand drawings (redline), computer –aided design (CAD) blueprints and/or any applicable software or recommended for use by Contract Manager/Employer.
- d) Ability to analyse, review and sketches triggered by technical changes or concepts from designers or engineering change and turn them into detailed, accurate final drawing product (P&ID and As Built).
- e) Ability to read, analyse and interpret the Eskom P&ID and Drawings for various technical requirements and disciplines (Mechanical, Electrical, Control and Instrumentation and Structural).
- f) Ability to not only interpret the ideas of the design requirements that into a workable set of documentation ready for technical and operational related activities.
- g) Ability or knowledge about Eskom tools and material required to execute and to complete the task in hand and including the format required by employer of final products at the completion of each task.

- h) Knowledge of Eskom Power Plants and including related equipment of various plant areas and their functionality (mechanical, electrical, control and instrumentation and structural)

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CM	Configuration Management
KKS	Kraftwerk Kennzeichen System
P&ID	Piping and Instrumentation Diagrams
SANS	South African National Standards
CAD	Computer-Aided Design

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The *Contractor* for evaluation and approval must submit project plan before any work commencement. Any deviation from the plan needs to be pre-approved by *Contract Manager* before any work execution. Daily/weekly progress feedback as agreed with *Contract Manager* needs to be provided. Monthly inspection report shall be provided by the *Contractor* to prove the productivity, effectiveness, and efficiency of his/her services.

The *Contractor's* performance evaluation shall be done monthly between the *Contractor* and the *Contract Manager*.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly	Kusile Power Station	<i>Service Manager, Contractor</i>
Overall contract progress and feedback	Monthly	Kusile Power Station	<i>Service Manager, Contractor</i>
Safety Meeting	Monthly	Kusile Power Station	<i>Contractor</i>

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

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

2.3 *Contractor's* management, supervision and key people

Organogram from the *Contractor* showing his people and their lines of authority / communication must be submitted.

The *Contractor* shall employ adequately competent persons responsible to perform all CM activities according to this scope of work. The *Contractor* maintains all year around, agreed base crew at Kusile Power Station which supervised by the *Contractor*. Any based crew changes must be pre-negotiated and authorized by *Contract Manager*.

The *Contractor* must ensure that they have competent persons to access restricted areas in terms of PSR and ORHVS within reasonable time (less than two months) of the contract award date. Training will be provided by the *Contract Manager*, cost for the first, failure to obtain the required pass mark by the employees of the *Contractor* will be done at *Contractor's* cost. Note Authorizations are site specific and cannot be transferred between the Eskom Power station sites (must be Kusile Power Station specific).

The service comprises of configuration management requirements; procurement, supply, and installation of plant configuration identification labels and an overall of configuration status account, including provision of configuration management resources and applicable tools.

The *Contractor* shall supply tools, equipment, and including engraving machine to their employees to perform the task including manufacturing, installation and maintenance of plant labelling or tags (KKS). The aim is to ensure that there is a dedicated and uninterrupted supply on site without any delays to the business requirements and contract timelines.

The *Contractor* shall utilize or provide skilled and suitably qualified staff of CM Technicians (6x), Doc Control Officers (2x), Coding Technician(s) (2x), Senior Draughtspersons (1x) with current experience in the following but not limited to the following knowledge areas:

- i. Ability to perform codification functions as per KKS Coding Standards or guidelines (based on VGB standards).
- ii. Ability to interpret and redline technical drawings (For example P&ID or As built)
- iii. Ability to conduct Plant Configuration Management activities
- iv. Ability to understand the product flows between the components (valves and fittings) of the plant in the pipe system.

The *Contractor* shall employ staffs that meet the minimum requirements related to Eskom job descriptions. All staff brought on site in connection with the SOW should be able to fluently speak, understand and write in English as well computer literate. Proof of staff qualification is to be supplied by the *Contractor* on request by the *Contract Manager*.

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

- All contractual communications will be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself.
- Documents created by *Contractors* are Eskom's intellectual property. The following must be adhered to when creating documents:
- Compile the document using the latest authorized revision of the applicable template. Ensure that the document content is technically accurate, with integrity and pertinent to the subject matter,
- The document must be registered and stored at Eskom document centre
- All *Contractors* documents used for providing services, including operating and maintenance manuals, drawings, software, must be handed over to the *Service Manager*/ Eskom document centre at the end of the contract
- Eskom shall have access to the *Contractors* documents from the start of the contract, hardcopy, electronic format and required software.
- Ensure proper control of all updates, review, and re-approval cycles of existing documents within your area of responsibility,
- Ensure proper version control and communication of relevant versions or changes to existing documents to all interested parties,
- Ensure that relevant versions are legible, available, and readily identifiable to all interested parties,
- Ensure original and electronic documents are easily retrievable, stored and protected as per prescribed procedures,
- Ensure that documents are retained, archived, and disposed of when obsolete as per prescribed procedures.

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to
Invoiceseskimlocal@eskom.co.za
and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 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;
- The Purchase order number
- The Service entry number
- The GR number

Note: The *Contractor* shall not submit tax invoice for payment if the above information is not available

2.7 Records of Defined Cost to be kept by the Contractor

The *Contractor* shall keep all records of Define Cost for the purpose of the compensation event management. The records shall be retained for the duration of the contract.

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

2.8.1 Equipment

Any equipment (assets) bought during the service period will be transferred to the Employer at the end of the service period.

2.8.2 Information and other things

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

2.9 Management of work done by Task Order

- A Task Order starting with 45* series number will be issued to the *Contractor* at the beginning of every month for the service.
- The *Contractor* must respond to the task order with the programme.
- The *Contractor* will be required to provide daily updates of the works as per agreed programme
- In the case of emergency repairs outside the SOW, different Task Order will be sent to the *Contractor* for the works. Respond to the issued Task Order must be dealt with as per secondary option X19 of the agreement.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in OHS Specification for Configuration Management Contract to this Service Information.

3.1.1 General

- The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Induction Course can, on request, be provided by the *Employer* and will be valid for the duration of one year.
- Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- *Service Manager* shall be entitled to instruct the *Contractor* to stop work, without penalty to the *Employer*, where the *Contractor's* personnel fail to confirm to safety standards or contravene health and safety regulations. The *Service Manager* is entitled to cause the *Contractor* to discipline his employees and to submit disciplinary action and submit a report. The *Contractor* shall implement additional health and safety precautions where necessary.
- The *Contractor* shall provide safety file prior start of work. The safety file will be approved by Eskom safety department. The index of the Safety file can be obtained from Eskom Safety department.
- All Construction Regulation - safety requirements should also be adhered to.
 - Safety Plan
 - Fall Protection Plan (cleaning on height)
 - 16.1 and 16.2 appointments

3.1.2 Fire Precautions

- Any tampering with the *Employer's* fire equipment is strictly forbidden.
- All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction and not be used for work or storage at any time. Firefighting equipment must always remain accessible.
- In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 6091.
- Take the necessary action to safeguard the area to prevent injury and spreading of the fire.

3.1.3 Reporting of Incidents

- The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent the recurrence of the same incidents.
- The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately/before end of shift of any incidents and any damage to property. The preliminary incident report must be produced within 24 hours by the *Contractor*.
- NOTE! This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

3.1.4 Barricading

The *Contractor* will provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger. Weekly/Monthly assessments on the quality of the barricade must be conducted as part of housekeeping.

3.1.5 Speed Limit

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometers per hour on the roads will always be adhered to on the premises. The speed limit on the plant is 20 kilometers per hour.

3.1.6 Safety

- The *Contractor* complies with the Occupational Health and Safety Act, 1993, (the Act) and all Safety procedures issued by the *Employer*. The *Contractor* must furthermore comply with the *Employer's* Safety, Health and Environmental requirements for *Contractors*, 32-136, which is available from the Kusile Documentation Centre.
- The *Contractor* will carry out work according to Procedure GGR 0992 (Plant Safety Regulations).

- The *Employer* will provide the Plant Safety Regulation training to the *Contractor* if required.
- The *Contractor* provides all personal safety equipment, including safety belts and harnesses.
- The *Contractor* will not be allowed to transport any of its workers in open vehicles to and from site as prescribed in the Eskom safety policy.
 - The *Contractor* should provide the following documents:
 - Baseline SHE risk assessment as per the scope of work
 - H&S costing for the scope of work
 - Proof of SHE competency
 - Acknowledgement of Eskom's rules and requirements
 - Health and Safety plan as per the scope of work
 - Valid letter of good standing
 - Medical fitness certificates or medical surveillance programme
 - SHE policy

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in OHS Specification for Configuration Management Contract

- The *Contractor* should align to Environmental Management System 14001:2015 which includes
 - Aspects and Impacts register
 - Signed Environmental Policy
 - Method statement (related to scope of work).
- The *Contractor* should provide Environmental Management plan which includes:
 - Handling of Hazardous Chemical Substances
 - Water Management
 - Environmental Training
 - Environmental Incident Reporting
- The *Contractor* will be responsible for complying to any new environmental requirements, relevant to the Works Information, which may come into effect as part of Kusile Power Station's EMS for the duration of this contract.
- If there is uncertainty around any environmental issues, the Environmental Department at Kusile Power Station may be contacted.
- All work complies with the relevant environmental regulations. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed of by the *Contractor* in accordance with the applicable law.
- Signed Environmental proforma

3.3 Quality assurance requirements

3.3.1 Contract Execution

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

- The supplier shall complete a QCP before contract award. This shall be reviewed and signed off by Eskom within 30 days or as per stated timeline after contract award.
- The supplier shall complete a quality control plan and ITP(s) for review and acceptance by Eskom prior to the commencement of any work, inclusive of subcontracted work, within 30 days or as per stated timeline after contract award.
- The *Contractor* shall provide complete Contract Quality Plan in accordance with the requirements of ISO 9001:2015 and Supplier Contract Quality requirements specifications to the Contract Manager for approval.
- This plan must ensure an integrated quality service as part of the contract, execution of all quality related activities, as per *Contractor's* scope of work.
- The sub-supplier QCP/ ITP shall be submitted for review and comment by the supplier and by Eskom within 30 days or as per stated timeline after the award of the tender. All supplier and Eskom comments shall be resolved prior to commencing work.
- The equipment lists and an indication of pressurized components and systems

- Monthly quality performance and management reports are to be prepared by the supplier during contract execution. The content of these reports shall be agreed by Eskom when submitted to Eskom monthly.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

Technical Staff	Qualifications	Experience
CM Technicians (x6)	National Diploma (Min)	<ul style="list-style-type: none"> 3 years Power Plant experience 3 years Configuration experience Competency in reading of drawings and supervision.
Senior Draughtsperson (x1)	National Diploma (Min) or N3 with technical drawing or draughting certificate	<ul style="list-style-type: none"> 3 years Power Plant experience 3 years Related experience in Drawing/Draughting. Competency in reading technical drawings and other graphic information.
Coding Technicians (x2)	National Diploma (Min)	<ul style="list-style-type: none"> 3 years Power Plant experience 3 years Codification experience Competency in reading technical drawings and supervision.
Document Controllers (x2)	National Diploma (Min)	<ul style="list-style-type: none"> 3 years Power Plant experience 3 years Codification experience In depth knowledge of document and record process and systems Administrative and organizational skills Typing skills

4.1.2 BBBEE and preferencing scheme

Eskom intends to do business with supplier that are B-BBEE level 1-4 compliant, therefore the SANS accredited B-BBEE certificate or affidavit from CIPC/DTI certified by commissioner of oath are returnable. The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

The *Contractor's* B-BBEE is level _____

4.1.3 Supplier Development and Localization

4.1.3.1 Skill Development Requirements

Tenderer are encouraged to make proposals before they are eligible for award in accordance with developing skills in line with the SOW as illustrated on a below table. Skills development candidates should be from the Nkangala Municipality area.

The Contractor will be required to train number of learners for the duration of the contract,

Tenderers are required to propose against the following training initiatives:

Skill Type	Eskom Target	Entry Level	Tender Proposal
Document Controllers	2		
Draughtspersons	2		
Configuration Technicians	3		

4.1.3.2 SDL&I Penalty

Eskom will apply a penalty of 2,5% of the Contract Value for failure to meet SD&L obligations.

For the duration of the contract, Eskom will retain 2,5% of every invoice (excluding VAT) as security for the fulfilment of all SD&L Obligations. The retained amounts shall only be released to the *Contractor* upon fulfilment of all SD&L obligations at the end of the contract.

4.1.3.3 Reporting and Monitoring

- The *Contractor* shall on a monthly/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 60 (sixty) days of receipt of the reports and notify the *Contractor* in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the *Contractor* has not met their SDL&I obligations, the *Contractor* 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 *Contractor* 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 *Contractor's* progress in delivering on their stated SDL&I commitments

4.2 Subcontracting

4.2.1 Preferred subcontractors

The *Contractor* may not use a *Subcontractor* unless a written request is made to the Employer and approval is given. All terms and conditions applicable to the *Contractor*, will also apply to the approved *Subcontractors* e.g. legal requirements, appointments, authorizations, safety, quality and therefore all relevant documentation must be submitted for the *Employer* to consider the *Subcontractor* for approval. Sub-contracting agreement between *Contractor and Sub-contractor* need to be maintained for the duration of the main contract.

The following will form part of the subcontracting agreement:

Should there been any changes to the Subcontract agreement between the *Contractor* and the *Subcontractor*, the *Employer* need to be informed of such.

Additionally, the prices listed in the price list will remain unchanged if any *Subcontractors* are used.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Below documentation needs to be maintained for the duration of the contract:

- Subcontracting agreement (signed by both parties) with *Subcontractor* company registration documents (CK, CSD, B-BBEE certificate or sworn affidavit).
- 2. Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. Both documents should be signed by the Tenderer and the Sub-Contractor(s) earmarked.
- 3. B-BBEE certificate from SANAS accredited rating agency or Sworn Affidavit from National Treasury / DTI certified by commissioner of oath will be used to verify supplier's status

4.2.3 Limitations on subcontracting

The *Contractor* shall subcontract 30% of the contract amount to designated groups. The designated group:

- EME or QSE which is at least 51% owned by black people;
- EME or QSE which is at least 51% owned by black people who are youth;
- EME or QSE which is at least 51% owned by black people who are women;
- EME or QSE which is at least 51% owned by black people with disabilities;
- EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships;
- a cooperative which is at least 51% owned by black people;
- EME or QSE which is at least 51% owned by black people who are military veterans

4.2.4 Corporate Social Investment

CSI is one of the mechanisms that Eskom use to build and manage relationship with society, how the organization is perceived and regarded, therefore Eskom CSI expands Eskom's reputation. Eskom CSI objective is to ensure that the quality of life in target communities is enhanced.

Corporate Social Investment is the contribution made by Eskom to the benefit, sustainable development, and growth of primarily disadvantaged communities in which it operates. Eskom considers CSI programmes as an investment for a developmental return and as such, brings the necessary focus to bear through an appropriate delivery mechanism to support its objectives of effective and sustainable CSI.

4.3 Plant and Materials

4.3.1 Specifications

- 1) The *Contractor* will provide equipment, and the material required for manufacturing of plant labels for replacement purposes. Material and engraving must comply with Eskom KKS Plant labelling Specification. This equipment also needs to be able to print/engrave a text for the specific KKS code on the label.
- 2) The *Contract Manager* will provide, KKS Plant labelling specification, Outage Scope of Work, and Drawing standard to the *Contractor* for reference. These documents remain the property of Kusile Power Station respectively.
- 3) The *Contract Manager* to organize internal and necessary training or awareness on applicable tools or systems (SPO and SAP Awareness).
- 4) The *Contractor* will supply all required tools, equipment and Personal Computers (PCs) to their employees or *Subcontractor* in order to perform their tasks.
- 5) The *Contract Manager* will provide P&IDs to the *Contractor* to perform their task. The *Contractor* must use only latest P&ID or As Built supplied by the *Contract Manager*.
- 6) The *Contract Manager* will provide preliminary or working data for *KKS Baseline*, *SAP data* and *HMI/DCS* as required by the *Contractor* to perform the tasks in hand.

4.3.2 Contractor's procurement of Plant and Materials

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

4.3.3 Tests and inspections before delivery

- It is the *Contractor's* responsibility to ensure the machinery and equipment intended for use on this contract are inspected, tested, and certified prior to delivery to site.
- Regular inspections can be carried out by the *Employer* on an as and when required basis.
- The *Contractor* and the *Employer* must maintain communication regarding the test and inspections that must be done and give feedback on the result obtained. The *Contractor* must inform the *Employer* in time for a test or inspection to be arranged and done before doing the work that will obstruct the test or inspection.

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

Both parties shall agree if there is any Plant and Material that the *Contractor* require to execute work. All other Plant and Materials are to be provided by the *Contractor*.

The site is Kusile Power Station, and any further information will be made available on request.

5 Working on the Affected Property

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

5.1.1 Contractor's Criminal Checks

1. "Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal *Contractor* appoints a *Subcontractor*, the same provisions and measures will apply to the *Subcontractor*. Acceptance of the tender is also subject to the condition that the *Contractor* will implement all such security measures for the safe performance of the work as required in the scope of the contract.
2. For the purpose of clarity, *Contractors* who was previously found guilty of offences in terms of the National Road Traffic Act 93 of 1996 and/or has paid guilt admission fines, will be exempted and be allowed to access site.
3. *Contractors* are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. **Only individuals with clear criminal records will be considered.**
4. *Contractors* are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labour actions and if the individual was dismissed from Eskom and the reason for such dismissal. Every employee applying for access must be evaluated as an individual and subsequent finding recorded. A risk analysis of the employee profile indicating whether the employee is a risk to the installation must be completed. Any risk rating allocated above a level III will be deemed unsuitable.
5. The process shall be repeated every 12 months for low-risk employees (Risk Rating 5, 4) and every 6 months for medium to high-risk employees (Risk Rating 3)

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

1. The *Contractors* Safety file is to be approved by the *Employer's* Safety department.
2. Site-specific induction is to be done by all personnel.
3. Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal *Contractor* appoints a *Subcontractor*, the same provisions and measures will apply to the *Subcontractor*. Acceptance of the tender is also subject to the condition that the *Contractor* will implement all such security measures for the safe performance of the work as required in the scope of the contract. Should the awarded *Contractor* fail to comply with the criminal record check process requirements and/or critical staff identified as part of the contract, failing the screening requirements, the Employer may terminate the contract
4. All the assets must be declared and registered with security upon entering the site. This includes portable assets such as laptop, toolbox, etc.

5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply. It is very important that the *Contractor* keeps records of his people working on the *Employer's* property, including those of his *Subcontractors*. The *Employer's Agent* shall have access to these records at any time. These records may be needed when assessing compensation events.

5.2.1 Hours of work

All work will be coordinated by the *Employer*. Working times can be subject to change, the *Employer* will inform the *Contractor* well in advance.

The *Contractor* will align his operating shifts to that of the *Employer's* shift cycle.

1. Normal working hours are:

- a) Monday to Thursday **07:00 - 16:15 (30 minutes lunch)**
- b) **Friday: 07:00-12:00(No lunch)**
- c) Saturday & Sunday **Overtime**

2. All Timesheets are to be kept for records purposes i.e., man-hours worked safely etc.

3. Overtime to be approved by the *Employer's Agent*

4. Daily time sheet must always be kept up to date of normal and overtime worked.

5. All overtime worked must comply with Eskom rest period requirements

5.3 Health and safety facilities on the Affected Property

There is a medical station on site and a fire and rescue service for assistance with serious incidents and treatment of all serious injuries during normal working hours. Emergency services are available during normal working hours by dialing this phone number 013 6997979 (fire and rescue) and also available after hours or else contacting the Electrical Operating Desk (EOD) at 013 699 7136/7079 However, the *Contractor* is expected to handle all minor incidents in-house by providing a first aider and a first aid kit.

The *Contractor* must familiarize themselves with the emergency procedure which will be provided by the *Employer*.

5.4 Environmental controls, fauna & flora

The *Contractor* shall comply with the environmental procedure and policies applicable Kusile Power Station. The Partner and/or supplier shall prepare an environmental management plan relating to their activities that will be carried out. The environmental management plan shall be based on, amongst others, Eskom Kusile Power Station's OEMP and any other applicable environmental legislation.

The environmental management plan must include all the aspects and impacts relating to the activity and address the principle of continual improvement.

Eskom Kusile Power Station shall issue non-conformances where there are deviations from Eskom Kusile Power Station Procedures and any other environmental requirements. Method statements shall be submitted for approval by the Eskom Kusile Power Station Senior Environmental Advisor, prior to commencement of and activity. Non-conformance and incident reporting and investigations shall be done by the partner, such reports must include but not limited to the following information:

- The cause of the non-conformance/incident
- The proposed actions to correct and prevent recurrence.

5.5 Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area where others are performing work or activities. Interfacing may be required with the *Contractor*.

5.6 Records of Contractor's Equipment

1. The *Contractor* to declare all equipment and tools via a pre-set-up list at the main entrance, where removal permit will be issued by Security personnel.
2. *Contractor* needs to have a list of inventories of their equipment on site.
3. Proof of site entrance needs to be provided before equipment can be removed from site.

4. The *Contractor* shall ensure that there is a process in place to manage his equipment and tools. The statutory inspections and testing shall be done according to the requirements of the law.
5. The equipment shall be inspected as per the requirements by law. The small equipment and tools that are used daily by the cleaners shall be marked with unique codes and signed in and out by the employee using them.

5.7 Equipment provided by the *Employer*

Equipment provided by the *Employer* is to be signed out on the tools register and returned in a serviceable condition.

Any tools, equipment, and appliances used by the *Contractor* conform to the applicable OHS Act and Eskom safety standards and is maintained in a safe and proper working condition

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Sanitary services, water, compressed air, and electricity shall be provided by Eskom at fixed points on the plant. There is also a tuck-shop on site, but both only operate on weekdays and are for the *Contractor's* own cost.

5.8.2 Provided by the *Contractor*

Sanitary services, water, compressed air, and electricity shall be provided by Eskom at fixed points on the plant. There is also a tuck-shop on site, but both only operate on weekdays and are for the *Contractor's* own cost.

5.9 Control of noise, dust, water and waste

Employees to wear safety ear protection when working at the plant where the noise is more than 80 db.

5.10 Hook ups to existing works

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

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The test and inspection to be carried out by the *Contractor*, the *Employer* and others will be determined and communicated by the *Employer* when Contract commenced.

5.11.2 Materials facilities and samples for tests and inspections

The materials facilities and samples for test and inspection to be carried out by the *Contractor*, the *Employer* and others will be determined and communicated by the *Employer* when the Contract commences.

6 List of drawings

6.1 Drawings issued by the *Employer*

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