

PART 3: SCOPE OF WORK

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C3.1	<i>Employer's Service Information</i>	
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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The purpose of this contract is to appoint a qualified Contractor capable for the provision of Water Sampling Services by a SANAS accredited laboratory for the sites for National Transmission Company South Africa Real Estate sites: Simmerpan Complex, Victoria Lake Inn, Apollo, Bernina, Minerva, Snowdon, Kookfontein (in Gauteng) and Ararat, Borutho, Bighorn, Carmel, Dinaledi, Ngwedi, Marang, Trident, Pluto, Mookodi, Watershed, Witkop, Tabor, Spencer, Merensky, Leseding, Hermes, Midas, outside Gauteng. This contract will facilitate the provision of water sampling services. as and when required as directed by the Service Manager and Supervisor. The provision of water Services will continue for a period of five years.

Chemical, organic and microbiological analysis of various samples by a SANAS accredited laboratory. Supplier to make provision for sterile and non-sterile sample bottles at his own expense if necessary or Required.

1.2 Employer's requirements for the service

The service is required for a period of 5 years for the monitoring of ground and surface water monitoring by a SANAS accredited contractor

1.2.1 Working Hours

The normal working hours will be from 7:00 AM to 16:00 PM, Mondays to Fridays. Workers to work for the weekends and public holidays will be only requested by the Service Manager. Workers will work overtime as and when required by the Service Manager.

Eskom reserves the right to instruct the Contractor to change working times based on business requirements.

1.3 Detailed description of the service

1.3.1 The scope of the work

The scope for the work consists of the following:

- Water sampling and analyses to be conducted for applicable National Transmission Company South Africa Real Estate sites: Simmerpan Complex, Victoria Lake Inn, Apollo, Bernina, Minerva, Snowdon, Kookfontein (in Gauteng) and, Ararat, Borutho, Bighorn, Carmel, Dinaledi, Ngwedi, Marang, Trident, Pluto, Mookodi, Watershed, Witkop, Tabor, Spencer, Merensky, Leseding, Hermes, Midas, outside Gauteng, for full chemical, organic and microbiology contaminants.
- Further disinfection to take place in case the quality is out of specification as per the SANS241 drinking water standard.
- Servicing of the filters, ad-hoc tests to be done as and when required for boreholes and tanks.
- Servicing of filters – 22 filters for 22 boreholes.
- Filter specification that is required is ECO F10 SYSTEM RO 5 STAGE – 22 filters for 22 boreholes
- Ad hoc tests outside of the sites mentioned on the contract may be required.

REQUIREMENTS:

- The lab must be ISO17025 accredited, and all methods of analyses must be accredited.
- Service provider must have a lab or access to a lab.
- In the event that the lab is far from the sample site, the service must utilise an accredited lab.

- Qualified and professionally registered Analytical Chemist.
- Provide sampling equipment.
- Generate reports.
- Collection, handling and analyses of samples to be done according to SANS241 for drinking water and boreholes.
- Collection, handling and analyses of samples to be done according to the General Authorisation specifications for monitoring boreholes.

Quality Objectives

- Using the correct sterile and preserved sample bottles will ensure that contamination is minimized
- Conducting certain time dependent analyses will ensure that the integrity and accuracy of these results (for example chlorine)
- The correct sampling point/location will ensure that samples are correctly represented.

Sample Collection Procedure

- Prepare insulated box (or cooler box) with sufficient sample bottles.
- Identify the correct sampling point. Sampling sites must be accessible and safe for sampling as possible. Sampling must take place where the water to be sampled is well mixed. Where necessary document the GPS coordinates.
- Sample should be taken from the same place every time.
- Always wash hands and wear gloves prior to sampling. Do not touch the inside or neck of the bottles. Never eat while sampling. Never wipe the sampling bottles with your clothes.
- Where potable water is sampled from taps the tap needs to be opened for a least a minute before sampling, after which the tap need to be disinfected by means of a gas burner. After sterilization open the tap for another 30 Seconds.
- Where possible collect surface water, WWTW (Waste water treatment works) and WTW (Water treatment works) samples directly in the sampling bottle.
- Where this is not possible a pre-rinsed jug/beaker is used to fill the sample bottle. Samples should not include large particles or deposits, growths or floating materials.
- Sample bottles should be clearly marked with a marking pen.
- Preserve sample on site (where applicable).
- Perform on site analysis.
- Samples must be examined or tested as soon as possible.
- Samples should not be exposed to excessive radiant heat(sun)
- Complete logbook and other necessary documentation where necessary. (Client info Form)

Sample Handling

- Samples should be transported in cooler boxes with ice packs and must be analysed as soon as possible after sampling.

Reporting of Sampling Details

- Applicable sampling details (such as sample identification and results for onsite analysis) will be indicated on the certificate of analysis.

WATER SAMPLING CONTRACT:**WATER SAMPLING FOR THE GENERAL AUTHORISATION (SIMMERPAN – 4 SAMPLE POINTS):**

- **Simmerpan**
- Frequency: Weekly sampling and analyses and results
- Report generation: Monthly

WATER SAMPLING FOR POTABLE WATER / TAP WATER:

- **Victoria Lake Inn**
- Frequency: Quarterly, and as and when required.
- Report generation: Quarterly, and as and when required.

TRANSMISSION REAL ESTATE SUBSTATIONS BOREHOLE TESTING:

- Bernina, Minerva, Snowdon, Kookfontein (in Gauteng) and, Apollo, Ararat, Borutho, Bighorn, Carmel, Dinaledi, Ngwedi, Marang, Trident, Pluto, Mookodi, Watershed, Witkop, Tabor, Spencer, Merensky, Leseding, Hermes, Midas, outside Gauteng, for full chemical, organic and microbiology contaminants.
- Frequency: Monthly
- Report generation: Monthly

SIMMERPAN - TOXIC WATER SUMP (wastewater limits parameters, as per the General Authorisation)

- **Simmerpan**
- Frequency: Quarterly
- Report generation: Quarterly

Scope of Work for Analyses required for the General Authorisation:**TABLE 2.1 : Wastewater limit values applicable to discharge of wastewater into a water resource**

SUBSTANCE/PARAMETER	GENERAL LIMIT	SPECIAL LIMIT
Faecal Coliforms (per 100 ml)	1000	0
Chemical Oxygen Demand (mg/l)	75 (i)	30(i)
pH	5,5-9,5	5,5-7,5
Ammonia (ionised and un-ionised) as Nitrogen (mg/l)	6	2
Nitrate/Nitrite as Nitrogen (mg/l)	15	1,5
Chlorine as Free Chlorine (mg/l)	0,25	0
Suspended Solids (mg/l)	25	10
Electrical Conductivity (mS/m)	70 mS/m above intake to a maximum of 150 mS/m	50 mS/m above background receiving water, to a maximum of 100 mS/m
Ortho-Phosphate as phosphorous (mg/l)	10	1 (median) and 2,5 (maximum)
Fluoride (mg/l)	1	1
Soap, oil or grease (mg/l)	2,5	0

SUBSTANCE/PARAMETER	GENERAL LIMIT	SPECIAL LIMIT
Dissolved Arsenic (mg/l)	0,02	0,01
Dissolved Cadmium (mg/l)	0,005	0,001
Dissolved Chromium (VI) (mg/l)	0,05	0,02
Dissolved Copper (mg/l)	0,01	0,002
Dissolved Cyanide (mg/l)	0,02	0,01
Dissolved Iron (mg/l)	0,3	0,3
Dissolved Lead (mg/l)	0,01	0,006
Dissolved Manganese (mg/l)	0,1	0,1
Mercury and its compounds (mg/l)	0,005	0,001
Dissolved Selenium (mg/l)	0,02	0,02
Dissolved Zinc (mg/l)	0,1	0,04
Boron (mg/l)	1	0,5

(Table 2.1: Above wastewater limits will be subject to review from time to time based on the outcome of the classification and resource quality objectives processes)

Scope of Work for Analyses required for portable water (borehole and tap) for NTCSA RE sites:

SANS 241-1:2015 Drinking Water Specification

The South African National Standard (SANS) 241 Drinking Water Specification states the minimum requirements for potable water to be considered safe for human consumption. The below tables outline these requirements. Requirements include microbiological, physical, aesthetic and chemical properties.

Microbiological determinants

Determinand	Unit	Risk	Standard Limit
E. coli / faecal coliforms	(count per 100 mL)	Acute health	Not Detected
Cryptosporidium spp	(count per 10 Litre)	Acute health	Not Detected
Giardia spp	(count per 10 Litre)	Acute health	Not Detected
Total Coliforms	(count per 100 mL)	Operational	≤10
Heterotrophic Plate Count	(count per 1 mL)	Operational	≤1000
Somatic Coliphages	(count per 10 mL)	Operational	Not Detected

Physical and Aesthetic determinands

Determinand	Unit	Risk	Standard Limit
Colour	(mg / L as Pt-Co)	Aesthetic	≤ 15
Conductivity @ 25°C	(mS / m)	Aesthetic	≤ 170
Total Dissolved Solids	(mg / L)	Aesthetic	≤ 1200
Turbidity	(NTU)	Operational	≤ 1
Turbidity	(NTU)	Aesthetic	≤ 5
pH @ 25°C	(pH units)	Operational	≥ 5 to ≤ 9.7

Chemical Properties – Macro determinands

Determinand	Unit	Risk	Standard Limit
Free chlorine	(mg / L as Cl ₂)	Chronic health	≤ 5
Monochloramine	(mg / L)	Chronic health	≤ 3
Nitrate	(mg / L as N)	Acute health	≤ 11
Nitrite	(mg / L as N)	Acute health	≤ 0.9
Combined nitrate plus nitrite (2)	(mg / L as N)	Acute health	≤ 1
Sulfate	(mg / L as SO ₄)	Acute health	≤ 500
Sulfate	(mg / L as SO ₄)	Aesthetic	≤ 250
Fluoride	(mg / L as F)	Chronic health	≤ 1.5
Ammonia	(mg / L as N)	Aesthetic	≤ 1.5
Chloride	(mg / L as Cl)	Aesthetic	≤ 300
Sodium	(mg / L as Na)	Aesthetic	≤ 200
Zinc	(mg / L as Zn)	Aesthetic	≤ 5

Chemical Properties – Micro determinands

Determinand	Unit	Risk	Standard Limit
Antimony	(µg / L as Sb)	Chronic health	≤ 20
Arsenic	(µg / L as As)	Chronic health	≤ 10
Barium	(µg / L as Ba)	Chronic health	≤ 700
Boron	(µg / L as B)	Chronic health	≤ 2400
Cadmium	(µg / L as Cd)	Chronic health	≤ 3
Chromium (Total)	(µg / L as Cr)	Chronic health	≤ 50
Copper	(µg / L as Cu)	Chronic health	≤ 2000
Cyanide (Recoverable)	(µg / L as CN)	Acute health	≤ 200
Iron	(µg / L as Fe)	Chronic health	≤ 2000
Iron	(µg / L as Fe)	Aesthetic	≤ 300
Lead	(µg / L as Pb)	Chronic health	≤ 10

Manganese	(µg / L as Mn)	Chronic health	≤ 400
Manganese	(µg / L as Mn)	Aesthetic	≤ 100
Mercury	(µg / L as Hg)	Chronic health	≤ 6
Nickel	(µg / L as Ni)	Chronic health	≤ 70
Selenium	(µg / L as Se)	Chronic health	≤ 40
Uranium	(µg / L as U)	Chronic health	≤ 30
Aluminium	(µg / L as Al)	Operational	≤ 300

Organic determinands

Determinand	Unit	Risk	Standard Limit
Total Organic Carbon	(mg / L)	Chronic health	≤ 10
Trihalomethanes:			
Chloroform - CHCl ₃	(µg / L)	Chronic health	≤ 300
Bromoform - CHBr ₃	(µg / L)	Chronic health	≤ 100
Dibromochloromethane - CHBr ₂ Cl	(µg / L)	Chronic health	≤ 100
Bromodichloromethane - CHBrCl ₂	(µg / L)	Chronic health	≤ 60
Combined trihalomethanes (3)	(µg / L)	Chronic health	≤ 1
Total Mycrocystin	(µg / L)	Chronic health	≤ 1
Phenols as C ₆ H ₅ OH	(µg / L)	Aesthetic	≤ 10

Risk

Acute health microbiological
Acute health chemical
Chronic health
Aesthetic
Operational

Required compliance to SANS 241:2015

99.00%
99.00%
97.00%
95.00%
95.00%

2 Interpretation and terminology

Abbreviation	Meaning for Abbreviation
TXE	Transmission Real Estate
Tx	Transmission
Sat.	Saturday
Sun.	Sunday
PPE	Personal Protective Equipment
IT	Information Technology
ISO	International Organization for Standardization
SOC	State Owned Company
NEC	New Engineering Contract
PDF	Portable Document Format
FAS	Fall Arrest System
SHEQ	Safety Health Environment Quality

3 Management strategy and start up.

3.1 The Contractor's plan for the service

The Contractor must detail in writing its plan to deliver the excellent service for Eskom throughout the entire period for the contract. The below items must form part of the site management plan:

- Health and safety management
- Time management
- Communication management
- Environmental management
- Quality management
- Emergency response
- Supplier management
- Stakeholder management
- Cost management
- Material management
- Access arrangement
- Criminal management
- Schedules arrangement and management
- Contract Management
- Subcontractor management (if applicable)
- Housekeeping management
- Delivery management or arrangements
- Permit arrangements
- Site inspection and supervision

3.2 Management meetings

The contractor shall have meetings with the employer's representative (Service Manager) for feedback and recommendation and communicate any challenges encountered during sampling.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	TBC or MS Teams	All relevant stakeholders (Employer and Contractor)
Contractor forums	Quarterly	TBC or MS Teams	All relevant stakeholders (Employer and Contractor)
SHEQ Audits	Quarterly	TBC or MS Teams	All relevant stakeholders (Employer and Contractor)
Quarterly Meetings	Quarterly	TBC or MS Teams	All relevant stakeholders (Employer and Contractor)
Ad-hoc meetings	As and when required	TBC or MS Teams	All relevant stakeholders (Employer and Contractor)

Meetings shall take place, as and when required, on site (face-to-face) or on MS Teams to discuss all issues or plans for all perimeters for the contract or project (time, cost, quality, environment and health and safety). Meetings preferred at the start of each month for the good planning of activities on site. The Employer can request the 'Emergency Meeting' at any given time if there are serious issues or risks that can affect the service delivery for the project / contract. All meetings shall be chaired by the Service Manager. Ms Teams can be used as alternative platform due to unforeseen and other circumstances or very urgent issues e.g., Emergency Meeting, etc. The contractor to be present at any ad-hoc meetings that may arise in order address any work progress or safety related matters.

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.

3.3 Contractor's management, supervision and key people

An Employer's representative must accompany a Contractor to site and do an on job observation. The Contractor is required to hire experienced personnel with a proven track record in water sampling environments. These personnel must possess relevant experience in water sampling space. Prior to deployment on-site to oversee activities, the qualifications, training records, and curriculum vitae of specialized personnel must be submitted to the Service Manager for approval.

The Contractor must always maintain daily attendance registers and make them available to the Service Manager upon request.

3.3.2 Contractor's Responsibility

- The Contractor shall conform with Eskom's Standard "Occupational Health Contractors Reference ESKASAAP4.
- The Contractor must comply with the Occupational Health and Safety Act, all applicable regulations and Compensation of Occupational Injuries and Diseases Act.
- The service provided shall be registered for UIF, Provident Fund and Workman's Compensation and up to date for payments, and the Contractor shall submit to the Employer monthly report for its status from the institutions meant for the above-mentioned funds.
- Health and safety and Environmental induction is compulsory prior the start of work for each site.
- Workers shall have valid medical certificate of fitness from the occupational health practitioner.
- The Contractor shall ensure the submission of man hours at specified time to the Employer.

3.3.3 Uniforms and Protective Clothing, and Equipment

- The Contractor shall supply all employees on site with its uniform colour and style for free.
- The Contractor shall supply one pair of safety shoes – steel toe safety boots.
- Contractor shall ensure that its employees are wearing the relevant personal protecting equipment for the task at all the times.

3.4 Provision of bonds and guarantees

Not applicable

3.5 Documentation control

All Contractual Documents must have relevant Contract Number and Purchase Order Number as reference per the NTCSA SOC Limited Standards. All correspondence shall be dated and sequency numbered and distributed in accordance with a procedure as agreed and accepted by the service manager. The use of SMS, WhatsApp, and Ms Teams do not override the use of applicable and relevant NEC standards templates, forms, and NTCSA SOC Limited procedures. All invoices and service delivery notes must be in PDF format.

3.5.1 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 include on each invoice the following information:

- Name and address of the Contractor and the Service Manager.
- The contract number and title.
- Contractor's VAT registration number.
- The Employer's VAT registration number 4710303126.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Electronic submission of invoices via email
- Signed service delivery note(s) must accompany the required invoice(s) for payment.

Invoices and Additional Information

- NTCSA order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as NTCSA's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to the NTCSA email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centers – though invoices emailed. NTCSA is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.
- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, NTCSA recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by NTCSA through the park invoice report.
- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to invoicesntcsalocal@ntcsa.co.za

Follow-up with Finance Shared Services (FSS):

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za

Introducing electronic invoicing does not guarantee payment but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked and the system will automatically send an email to the end user to do the GR. This is also tracked by NTCSA through the parked invoice report.

3.6 Contract change management

Changes to the contract will be notified and addressed as per the NEC3 – TSC3 and as per NTCSA's internal Governance Processes for approval. Modifications to work/service can only resume once NTCSA's approval is obtained and as instructed by the NTCSA's Representative (Service Manager).

3.7 Records of Defined Cost to be kept by the Contractor

As a control measure, it is required for the Contractor to maintain record keeping of all defined cost items for the purpose of compensation event management. A schedule of these cost components may not be listed in the contract price list should be provided when required.

3.8 Insurance provided by the Employer

Refer to Z12 in Data by Employer document.

3.9 Training workshops and technology transfer

- HIRA certificate
- Incident Investigation Certificate
- 1st Aid Certificate Level 2
- Legal liability training
- SHEQ Officer

3.10 Design and supply of Equipment

The supplier to make use of own laboratory equipment in their own premises. The Contractor is prohibited from storing or retaining any irrelevant equipment or tools at the service site.

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

3.11.1 Equipment

- None

3.11.2 Information and other things

At the end of service contract, the Contractor must provide the following information.

- Consolidated health and safety file
- Employers' investigation reports and all supporting documents
- All contracts report in relation to this service contract
- All historical invoicing and the signed delivery notes for the service
- All defined cost documents

3.12 Management of work done by Task Order

- The Contractor shall receive the task order prior the start of work on site.
- Other than emergency work requests, no works shall proceed without an approved task order.
- An approved task order shall bear the signature of Contractor representative and Eskom Representative (Service Manager).
- Discretion of the Service Manager and Supervisor shall apply in determining and interpreting emergency requests to ratify works done without an approved task order.

The Contractor will not be compensated for works that proceed without an approved task order unless the task order is ratified at the discretion of the Service Manager and Supervisor. Reasons shall be in writing to the Contractor to request ratification for compensation events with any works done without the approved task order.

4 Health and safety, the environment and quality assurance

4.1 Health and safety risk management

The Contractor shall conform and comply with the following standards and legislation below:

- Issued Health and Safety and Environment Specification
- Basic Condition of Employment Act No. 75 of 1997
- Occupational Health and Safety Act and Regulations No. 85 of 1993
- 32 – 37 Eskom Substance Abuse Procedure
- 240-62196227 Life- Saving Rules
- 32-95 Occupational Health and Safety Incident Management
- 32-727 SHEQ Policy

- 32- 418 Working at Heights Procedure
- ISO 9001: Quality management system
- ISO 45001: Occupational Health and Safety Management System
- Eskom's Covid-19 Health and Safety Policy statement
- National Road Traffic Management Act.
- Eskom Risk Assessment Procedure 32-520
- Employees Right of Refusal to Work in an Unsafe Situation Procedure 240-43843827

4.2 Environmental constraints and management

The Contractor shall conform and comply with the following standards and legislation below:

- Issued Health and Safety and Environment Specification
- National Environmental Management Act 107 of 1998.
- National Environmental Management Waste Act 59 of 2008.
- Environmental Incident Management Procedure 240-133087117
- Waste Management Standard 32-245
- 32-727 SHEQ Policy
- ISO 14001: Environmental Management System

The Contractor to clean up hazardous material spillages (battery spillages and oil spillages)

4.3 Quality assurance requirements

Only a laboratory that is SANAS accredited shall be used for this project. A copy of accreditation to be attached.

The entire project must be conducted in line with the Department of Water and Sanitation South African Water Quality Guidelines (latest revision to be utilised).

Samples are to be submitted for analysis to an analytical laboratory with existing ISO/IEC17025 accreditation for all the specific organic analyses to be carried out

The Contractor shall conform with the following standards and documents below:

- Quality Management Specification
- ISO 9001 Quality Management Systems – Requirements
- 32-727: Safety, Health, Environment, and Quality (SHEQ) Policy
- 240-12248652 Supplier Quality Management: List of Tender Returnables

5 Procurement

5.1 People

5.1.1 Minimum requirements of people employed

Base requirements: The Contracting Company must have qualified personnel to conduct both sampling and analysis, on a minimal the personnel should have a degree in **Analytical Chemistry or Chemistry related** field.

5.1.2 BBBEE and preferencing scheme

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where NTCSA continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

NTCSA encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, NTCSA also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve

as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

Job 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

5.1.3 Supplier Development Localisation and Industrialisation –(SDL&I)

Not applicable

5.2 Subcontracting

5.2.1 Preferred subcontractors

Not applicable

5.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable

5.2.3 Limitations on subcontracting

Not applicable

5.2.4 Attendance on subcontractors

Not applicable

5.3 Plant and Materials

5.3.1 Specifications

The price list state the list of required plant and equipment for the service required as per the scope of work. The Contractor can engage fairly and in bona fide in works execution by assisting the Employer with advice and recommendations on changes in technologies and industry best practices that may affect the Employer's ability to perform works as per the contract stipulation. The Contractor shall take reasonable care to acquire and maintain equipment that meets minimum legal requirements.

5.3.2 Correction of defects

The contractor shall report any defect to the employer immediately.

5.3.3 *Contractor's* procurement of Plant and Materials

No Applicable.

5.3.4 Tests and inspections before delivery

All the analysis shall be done according to the SABS approved methods and the lab conducting the tests must be SANAS accredited. The records of sampling and accreditation must be available at any request by the Service Manager.

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

Not applicable

5.3.6 Cataloguing requirements by the *Contractor*

Not applicable

6 Working on the Affected Property

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

NTCSA reserves the right to subject all employees for the Contractor to a vetting and security clearance process in line with NTCSA's security requirements for the site. Any person entering (Including NTCSA's employee) the site of NTCSA is subject to random alcohol testing to gain access to the site. All employees and vehicles that are entering or exiting the site shall be subjected to be searched by security personnel at gates or checkpoints.

The Contractor shall do criminal checks, and submit the ID copy, physical address and contact details for its employees to NTCSA before deploying any employee for work activities on NTCSA' site. The contractor shall inform the Service Manager prior any removal of its employees on site. The Contractor shall ensure that all equipment and material brought on site are signed in the approved NTCSA security register at the security gate. The Contractor shall not remove any equipment or materials on site, prior informing the Service Manager or Supervisor.

6.2 People restrictions, hours of work, conduct and records

Working hours shall be between 07h00 and 16h00 from Monday to Friday. Weekends and public holidays work will be as per Service Manager's request. The Contractor shall keep timesheet records for its employees and relievers and be available on request by the Employer.

6.3 Health and safety facilities on the Affected Property

The Contractor shall conform with all standards and procedures for operation at the NTCSAs' site, e.g., Life Saving Rules, and comply with all applicable legislations on site for the OHSA Act 85 of 1993.

6.4 Environmental controls, fauna & flora

The Contractor shall conform with all standards and procedures for operation at the NTCSA' site and comply with all applicable legislations on site for the NEMA , NWA and NEMWA.

6.5 Cooperating with and obtaining acceptance of Others

As per clause 25.1 of this contract (Core Clauses)

6.6 Records of Contractor's Equipment

The Contractor must report to the Service Manager and Supervisor prior or during arrival of any equipment (owned or hired equipment) on site. The Contractor shall inform the Service Manager and Supervisor prior removal any equipment (owned or hired equipment) on site. The Contractor shall keep the updated list of all the equipment. All equipment must be inspected as per all applicable legislations, and the records shall be made available at any given time required by the Service Manager or the inspector from the Department of Employment and Labour. The Contractor shall not keep on site any unused equipment. All vehicles used for business purposes must have a tracker system or mix telematic to give kilometres report.

Calibration certificates and Service records of laboratory equipment.

6.7 Equipment provided by the Employer

All the equipment and tools purchased through the contract belongs to the Employer, and the Contractor shall hand over all that equipment to the Service Manager at the end of the service contract. The Contractor shall not leave the site with the equipment or tools purchased through the contract. In case of service or maintenance required for equipment to be conducted outside site, the Contractor shall agree with the Service Manager or Supervisor on timelines and provide backup equipment.

6.8 Site services and facilities

6.8.1 Provided by the *Employer*

- (1) Water
- (2) Electricity

6.8.2 Provided by the *Contractor*

The Contractor shall supply all plant required for operation. The *Supplier* must provide his/her employees with appropriate PPE for execution of his/her duties.

The Supplier must provide his/her employee with transport for sample bottles delivery.

6.9 Control of noise, dust, water and waste

The Contractor shall conform with NTCSA's requirements and comply with all applicable legislations for environment management on site.

6.10 Hook ups to existing works

The Contractor shall conform with the requirements for the Eskom's Life Saving Rules., Eskom working at Heights Procedure The performance of works which affects the employer's operations, or the system of other contractors shall be scheduled to be performed only at times approved by the Employer). The procedure for carrying out work which of necessity interrupts the employer's operation, or the system of other contractors, or imposes abnormal operating conditions of their systems, is subject to approval of the service manager.

6.11 Tests and inspections

6.11.1 Description of tests and inspections

The Contractor shall be responsible for providing the quality inspections as per the scope requirements and. All the analysis shall be done according to the SABS approved methods and the lab conducting the tests must be SANAS accredited. The inspections and records shall comply and conform with all applicable legislative and Employer's requirements.

6.11.2 Materials facilities and samples for tests and inspections

Sampling points and list of the parameters are listed on the scope of work

7 List of drawings

7.1 Drawings issued by the *Employer*

Not applicable

8 Low Service Damages-Annexure B

Incidents	Allowance / Response Time	Frequency	Target	Penalties for non-conformances
Failure for Contractor's employees to report to work.	None	All times	100%	R 10 000per per incident – until incident rectification
Failure to do take water samples as per works order and frequency	None	All times		R 5000 per incident
Non-conformance with Eskom's Life Saving Rules	None	All times	100%	R10 000, 00 per incident