



NEC3 Term Service Contract (TSC3)

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

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

for Provision of Fugitive Dust Monitoring Services at
Tutuka Power Station for a Period of 5 Years.

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Provision of Fugitive Dust Monitoring Services at Tutuka Power Station for a Period of 5 Years.

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

**For the
tenderer:**

(Insert name and address of
organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

Name &
signature of
witness

(Insert name and address of
organisation)

Date

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

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

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Employer* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the *Employer* and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:**For the *Employer***

Signature

Name

Capacity

On behalf of (Insert name and address of organisation)

(Insert name and address of organisation)

Name & signature of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the Employer

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	•	A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station

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

11.2(13)	The <i>service</i> is	Provision of Fugitive Dust Monitoring Services at Tutuka Power Station for a Period of 5 Years.
11.2(14)	The following matters will be included in the Risk Register	As per Annexure B of this document on 2nd last page
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents it is making reference to.
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	2 working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	1 week of the Contract Date.
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	25th day of every 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	30 days
51.4	The <i>interest rate</i> is	<p>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</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates</p>

Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	
7	Use of Equipment Plant and Materials	
8	Risks and insurance	As per Z12 clause in this contract
80.1	These are additional <i>Employer's</i> risks	
9	Termination	NEC3 core clause 9 shall be applied for termination.
10	Data for main Option clause	
A	Priced contract with price list	In C2.2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	N/A
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairperson of South African Council for Natural Scientific Professions (SACNASP) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> – if the Parties cannot agree a choice or – if the arbitration procedure does not state who selects an arbitrator, is 	<p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>																					
12	Data for secondary Option clauses																						
X1	Price adjustment for inflation																						
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>The month prior to the enquiry closing date.</p> <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td colspan="2">non-adjustable</td></tr> </table> <p>15%</p>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable	
proportion	linked to index for	Index prepared by																					
0.	[•]	[•]																					
0.	[•]	[•]																					
0.	[•]	[•]																					
0.	[•]	[•]																					
0.	[•]	[•]																					
[•]	non-adjustable																						
X2	Changes in the law of	Republic of South Africa is a compensation event if it occurs after the Contract Date																					
X17	Low service damages																						
X17.1	The <i>service level table</i> is in	Annexure A on the second last page of this contract document																					
X18	Limitation of liability																						
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																					
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event																					
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <p>the total of the Prices at the Contract Date and</p> <p>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</p>																					
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p>																					

		<p>The additional excluded matters are amounts for which the Contractor is liable under this contract for</p> <p>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.</p>
X18.5	The <i>end of liability date</i> is	End date of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Before Tasks resume
X20	Key Performance Indicators (not used when Option X12 applies)	Annexure C On the last page of this document
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure C on the last page of this Contract Document. No incentives will be paid out for Key performance indicators. KPI's are for to monitor performance of this contract
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	6 months interval
Z	The additional conditions of contract 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 organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having

been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

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

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:**Insurance by the Employer**

86

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

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

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

Z14 Asbestos

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

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

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

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the Contractor**Notes to a tendering contractor:**

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	

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

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 C2.2
11.2(19)	The tendered total of the Prices is R

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and

incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

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

	Unit of measure	Rates/Hour
ONCE OFF COSTS		
Establishment of an additional monitoring station around the emergency ashing area (TTO2)		
Assessment of the condition of all existing monitoring equipment (24 of them) and replace with new equipment if broken or stolen.		
MONTHLY FIXED COST		
Refill and collection of 25 fugitive dust samples from Tutuka Power Station		
Analysis of 25 fugitive dust samples at an accredited laboratory		
Preparation and submission monthly analysis results.		
ANNUAL FIXED COSTS		
Preparation and submission of an annual report at the end of the 12-month cycle		

Note:

- CPA is fixed and firm for the first year, it will be applicable from 2nd year onwards until end of the contract
- 15% - Fixed
- 85% subject to CPA - SEIFSA tables
- Base date: Month prior to enquiry closing

PART 3: SCOPE OF WORK

Document reference	Title
	This cover page
C3.1	<i>Employer's Service Information</i>
C3.2	<i>Contractor's Service Information</i>

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

2		
1	Description of the <i>service</i>	26
1.1	Executive overview	26
1.1.1	SCOPE	26
1.2	<i>Employer's</i> requirements for the <i>service</i>	28
General		28
1.3	Interpretation and terminology	29
2	Management strategy and start up.	30
2.1	The <i>Contractor's</i> plan for the <i>service</i>	30
2.2	Management meetings	30
2.3	<i>Contractor's</i> management, supervision and key people	30
2.4	Provision of bonds and guarantees	30
2.5	Documentation control	30
2.6	Invoicing and payment	30
2.7	Contract change management	31
2.8	Records of Defined Cost to be kept by the <i>Contractor</i>	31
2.9	Insurance provided by the <i>Employer</i>	31
2.10	Training workshops and technology transfer	31
2.11	Design and supply of Equipment	31
2.12	Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	31
2.12.1	Equipment	32
2.12.2	Information and other things	32
2.13	Management of work done by Task Order	32
3	Health and safety, the environment and quality assurance	32
3.12	Health and safety risk management	32
3.13	Environmental constraints and management	35
3.14	Quality assurance requirements	35
4	Procurement	37
4.1	People	37
4.1.1	Minimum requirements of people employed	37
4.1.2	BBBEE and preferencing scheme	37
4.1.3	Procurement Requirements:	37
5	Working on the Affected Property	38
6	List of drawings	46
7	X17 – Low Service Damage Table	65
8	Annexure C: Key Performance Indicators	47
8.1	X20 - Key	47

1 Description of the service

1.1 Executive overview

Eskom is the primary electricity supplier in South Africa. The supply of electricity is an important component in the development of South Africa's economy. Tutuka Power Station is one of the Eskom power base-load stations which uses coal fired technology to generate electricity. The Station produce fugitive dust in its operation through the following processes:

- Coal conveyed from the storage silos through the bunkers and fed into the mills
- Coarse ash is conveyed and disposed of at the Ash Disposal Facility
- Ash is disposed of and removed from the emergency ashing facility (TTO2)

In terms of National Dust Control Regulations of 2013, Tutuka Power Station is required to comply with a Dust fall rate (D), 30-day average of <1200mg/m²/day. This requires the Station to undertake a dust monitoring programme and report to authorities accordingly. There are existing dust monitoring network consisting of 24 monitoring stations which were established in May 2003. The assessment of their condition is however required since they were installed about 20 years back.

Windblown settleable fugitive dust is monitored based on American Society Testing and Material Standard method for collection and analysis of fugitive dust (ASTM D1739-98) with certain modifications. This method employs a simple devise consisting of cylindrical 5L container half filled with denoised water exposed for one calendar month (30+/- 3 days). The water is treated with an inorganic algaecide to prevent algal growth in the bucket. The most common reagent used for this is a 5% copper sulphate solution. The buckets fall out monitors further consists of sampling bucket, steel bucket holder, 2m high galvanised steel pole and base and security clamps for key locks for each bucket

1.1.1 SCOPE

The scope of work covers requirement for monitoring of fugitive dust at Tutuka Power Station for a period of 5 (five) years. The details of the scope to be covered are outlined below:

a) Establish an additional monitoring station around the emergency ashing area (TTO2)

An additional dust hotspot has been identified at an emergency ashing station (TTO2). Hence a monitoring station must be installed in the vicinity of the area to monitor the dust levels.

b) Assess the condition of all existing monitoring stations equipment and replace with new equipment if damaged or stolen

The assessment of the condition of 24 existing monitoring points must be conducted since they were installed in about 20 years back and their condition could have deteriorated. If found to be damaged or stolen, they must be replaced with new similar dust equipment.

c) Collect and analyse fugitive dust samples from the 25 monitoring points

Provide 25 refilled samples containing de-onised and biocide on a monthly basis. The 25 fugitive dust samples from the 25 monitoring points must be collected and analysed on a monthly basis when each sample has been exposed for a period of 30+/-3 days. Analysis must be performed by an accredited laboratory in accordance with ASTM D 1739, the recommended methodology prescribed in the latest version of SANS 1929 or a demonstrable equivalent. Calibration of instruments used should demonstrate accreditation by SANAS accredited laboratories or equivalent accreditation body.

d) Submit results of monthly analysis

Submit results of analysis via email and post in a standardised format acceptable to Eskom on a monthly basis, within 14 days after sample collection. The results interpretation report should include, but not limited to, interpretation of the results and trends represented in graphs and recommendations for improvement.

e) Submit an annual report at the end of the 12-month cycle

The annual report must provide:

- Information on the location of sampling sites, including latitudinal and longitudinal coordinates, and a position indicator on a topographic map
- Classification of the area where samplers are located, in terms of residential and non-residential, and identification of sensitive receptors.
- Reference to the standard methods used for site selection, sampling and analysis, and any laboratory accreditation, if applicable.
- The dustfall monitoring results including a comparison of current year and historical results (if any) for each site and including a tabular summary of compliance with the dustfall standard set out in regulation 3 of National Dust Control Regulations of 2013.
- Meteorological (wind speed and direction, rainfall) for the sampling area.

1.1.2 Employer's responsibilities

The employer shall provide GPS locations indicating the positions of the 24 existing monitoring points.

1.2 **Employer's requirements for the service**

The Station produce fugitive dust in its operation through the following processes:

- Coal conveyed from the storage silos through the bunkers and fed into the mills
- Coarse ash is conveyed and disposed of at the Ash Disposal Facility
- Ash is disposed of and removed from the emergency ashing facility (TTO2)

In terms of National Dust Control Regulations of 2013, Tutuka Power Station is required to comply with a Dust fall rate (D), 30-day average of <1200mg/m²/day. This requires the Station to undertake a dust monitoring programme and report to authorities accordingly. The key deliverables for the project are as outlined below:

Deliverable 1: Establish an additional monitoring station around the emergency ashing area (TTO2)

Deliverable 2: Assess the condition of all existing monitoring stations equipment and replace with new equipment if broken or stolen.

Deliverable 3: Collect and analyse 25 fugitive dust samples from all monitoring points

Deliverable 4: Submit results of monthly analysis via email on a monthly basis, within 14 days after sample collection

Deliverable 5: Submit an annual report at the end of the 12-month cycle

General

- The *contractor* must provide his/her transport to and from site for collection and refiling of samples. have enough artisans and labours to maintain the inside and outside running plant.

PERMITS

- All *Contractors* will ensure that they are informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that they are at all times comply to the requirements of these Regulations.
- All Supervisors of contracting companies, who are directly involved with Eskom's Permit to Work System, shall be trained and successful completion of Tutuka's authorization / evaluation process, and must be authorized as Responsible Persons.

The Responsible Person shall ensure that:

- The conditions of permits and cautionary notices are strictly adhered to.
- The lockout procedures, mechanical as well as electrical, are strictly adhered to and any deviations shall be corrected immediately.
- The safe work procedures as laid down by Tutuka Power Station and as determined by the Risk Assessment, shall be followed.
- The workers register and cautionary notices are discussed daily with workers

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Accounts Payable
BBBEE	Broad Based Black Economic Empowerment
CC	Cost Centre
COC	Certificate of Compliance
CPA	Cost Price Adjustment
ISO	International Organization for Standardization
LAR	Local Access Register
LDV	Light Delivery Vehicle
OBL	Outside battery limits
ORHVS	High Voltage Regulations
OSHACT	Occupational Health and Safety Act
PIR	Performance Improvement Report
PPE	Personal Protection Equipment
PPFA	Preferential Procurement Policy Framework Act
PPPFA	Preferential Procurement Policy Framework Act
PSR	Plant Safety Regulations
QCP	Quality Control Plan
QMS	Quality Management Systems
SANS	South African National Standard
SAP	System Application Products
SDL&I	Supplier Development Localization and Industrialization
SHEQ	Safety, Health Environmental and Quality
SOW	Scope Of Work
TBA	To Be Announced
TBC	To Be Confirmed
WWM	Work Week Management

2 Management strategy and start up.

1.1 The Contractor's plan for the service

- To be discussed before each task can be carried out between the *Contractor* and *Employer*.
- Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work.

1.2 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 registers and compensation events	TBC	TBA	TBC
Overall contract progress and feedback	TBA	TBA	<i>Employer and 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

N/A

2.4 Provision of bonds and guarantees

- N/A

2.5 Documentation control

- Each instruction, certificates, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the *language of this contract*.
- Monthly and weekly reports to be discussed compiled and handed in to the *Employer's Supervisor* and *Service Manager* (to be announced by the *Employer*).
- All communications must be printed and filed in the *Service Managers* file.

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

- 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;
- Purchase order number
- CPA calculation sheet
- CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the Cost Center on the Invoice) to be send to the financial department as per the *Employer* Invoicing procedure / instruction
- Invoices and a Copy of the Assessment with a Service Entry number to be send to the financial department as per the *Employer's* Invoicing procedure / instruction

2.7 Contract change management

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (**Eskom Procurement and Supply Management Procedure**)
- In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Changing the Service Information
- Access
- Provision by the *Employer*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of Affected property
- Materials, facilities, etc. for tests
- *Employer's* risks
- Assumption about Compensation Events
- *Employer's* breach of contract

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

- N/A

2.9 Insurance provided by the *Employer*

As per Z 12 of this contract

2.10 Training workshops and technology transfer

- N/A

2.11 Design and supply of Equipment

- N/A

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

2.12.1 Equipment

- N/A

2.12.2 Information and other things

The *Contractors* safety file will be handed over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract

2.13 Management of work done by Task Order

- A Task Order or Formal Letter is the instruction to commence work.
- All work will be issued on a Task Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.
- No work shall commence until a Task order is issued, accepted and signed by both the *Employer* and *Contractor*
- Completion certificate to be issued after task order is completed and Assessment certificate to be completed

3 Health and safety, the environment and quality assurance

3.12 Health and safety risk management

SHEQ Policy

Eskom SHEQ Policy

The *Employer* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the *Employer's* business.

Compliance with the *Employer's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Contractor SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHEQ file.

SHE PLAN REQUIREMENTS:-

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal *Contractor/Contractor* has a responsibility to send the SHE plan to the client for approval prior to commencement of work.
- The SHE plan must be applied from the commencement of and for the duration the construction work, which must be updated/reviewed as the work progresses/changes.

When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's SHEQ specifications and scope of work.

Costing for Safety Health and Environmental management

The cost should be broken down not provided as a lump sum –

- based on the overall scope of work/service to be performed.
- the generic scope of work/service risk assessment – will may serve as a guideline.

3.1.1 Health and Safety Arrangements

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

Health and safety

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as per the *Employer's* procedure as stipulated below:

- SHEQ Policy 32-727
- The *Employer's* Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the *Employer's* Commercial Process 32-726
- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- The *Employer's* Vehicle Safety Specifications 32-345

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employers* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

Refuse any employee, sub-Contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Contractor* with a work stop order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-Contractors or agents.

The *Contractors* Health and safety file is to be submitted for approval to the *Employers* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and the specifications 2.5.2 (iv) and 3.10..*Contractor* will not be allowed on site if his letter of good standing is not valid

3.1.2 First aid and fire fighting

Adequate first aid and fire fighting equipment to be provided by the *Employer*
All *Contractor* personnel must have First aid and fire fighting training

3.1.3 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 is kept free of obstruction, and are not used for work or storage at any time. Fire fighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safe guard the area to prevent injury and the spreading of the fire.

3.1.4 Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

3.1.5. Fire protection

The provision of the *Employer's* standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable.

3.1.6 Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

- Incident Management, Corrective & Prevention Action Procedure to be adhered to – 32-95

3.1.7 Reporting of accidents

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 a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer* within 24 Hours of incidents and any damage to property or equipment

NOTE! This report does not relieve the *Contractor* of his legal obligations 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.

3.1.8 Occupational Health and Safety Act 85 Of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

3.1.9 The *Contractor* appoints a person who liaises with the *Employer's* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

- Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- perform safety audits at the *Contractor's* premises, its work place and its employees;
- refuse any employee, *Subcontractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
- Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*

3.1.10 Safety Regulations of the *Employer*

The *Contractor* conforms to the *Employer's* Plant Safety Regulations

The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in the following:-

The project must conform to the *Employer's* Environmental Legal and other requirements procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010.

3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with QM 58. The Quality Control document is to be submitted for approval to Tutuka within three (3) days after order placement by the *Contractor*.

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to the *Service Manager*. The *Contractor*, in conjunction with Tutuka Engineering must sign off all

Quality Control documents after completing all work on site. *The Contractor* to submit a copy of the final signed off document to *the Service Manager* within 1 week after Completion of each activity or task

- QCP and contract quality plan standards as per QM 58 to be adhered to
- The *Contractor* must provide Quality Control Plan documents for approval by Eskom *Service Manager* performing any activity.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

N/A

4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within contract data

4.1.3 Procurement Requirements:

PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price	80%
BBBEE Status	20%
Designated commodity (Yes/No)	No

4.1.4 Subcontracting

4.1.5 Preferred subcontractors

- Sub-Contractors will only be allowed with a written permission from the *Service Manager*.

4.1.6 Subcontract documentation, and assessment of subcontract tenders

- N/A

4.1.7 Limitations on subcontracting

- Only 25% of scope can be sub contracted OR as per SDL&I requirements

4.1.8 Attendance on subcontractors

- N/A

4.2 Plant and Materials

4.2.1 Specifications

- Where applicable, all plant spares and materials to be inspected (Quality Checked) before installing at plant.
- Hold and witness points and all intervention points as per approved QCP must be attended
- Contractor* must be “able, trained and be prepared” with the necessary PPE, equipment,

tools, skills and authorisation to handle any equipment, spares, tools and materials related to the scope of work

- Hold points must be attended and witness all intervention points as per approved QCP as per activity.
- The *Employer* will supply all spares and materials.
- The *Contractor* is not allowed to use any materials or spares for private usage or on other Sites.
- The *Contractor* must transport material as requested.
- Requests to be in writing the day before the material will be needed.
- The *Contractor* to transport tools and materials from and to the work site.
- Work and QC do be done according to *Employer's* regulations and procedures
- The *Contractor* will be responsible for Inspection and Maintenance on equipment
- The *Contractor* will be responsible for the safeguarding, care and security of all items whilst in the *Contractors* custody and control, until Completion of the whole of the works.
- *Contractor* must be "trained and be authorised" with the necessary PPE, equipment, tools, skills and skilled to handle any equipment, spares, tools and materials related to the scope
- In case of loss or damage to *Employer's* tools and equipment by the *Contractor*, the *Contractor* must in their own expense replace the item/s.

4.2.2 Correction of defects

- All Correction within 90 days on the same plant will be seen as re-work
- Rework of work will be seen as rework within a time from 0 to 90 days. Rework will be on the *Contractor* account.
- All work to be done must be done under a permit to work to work or lock out procedure as required by PSR. Some plants are trip risks and can only be worked on during outages or units shut downs.
- All defected spares to be replaced with the permission of the *Service Manager* / Supervisor.
- As per inspection check list provided by the *Employer* (GGP 1045 pg. 33-35; GGP 1046 pg. 33-35)

4.2.3 Contractor's procurement of Plant and Materials

- Purchasing of spares or materials will go through the *Employer's* procurement process

4.2.4 Tests and inspections before delivery

- Where applicable, all plant spares and materials to be inspected (Quality Checked) before installing at plant.
- Hold and witness points and all intervention points as per approved QCP must be attended

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

- All spares removed and returned to Tutuka premises must be declared at the main entrance where the authorised gate release for the spares must be shown to the Protective Services personnel.
- The *Employer* will issue all plant related spares and materials as negotiated.
- All spares needed to be from stores must be collected by *Contractor* and taken to required plant.
- All faulty rotatable items to be taken to stores with necessary documents.

5 Working on the Affected Property

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

- Life- saving rules to be adhered at all times
- Plant access is limited and controlled by Plant Safety Regulations requirements.
- No employee will be allowed to access the plant or to work without access permit issued.
- All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- All personnel must attend induction before working on site and must obtain gate permits via the *Service Manager*.
- Each personnel to have an Identification card at all times
- Unauthorized access to site is prohibited. The personnel are expected to be at their working site area at all times.
- No recruitment on site or at the main access gates or any of the *Employer's Premises'* is allowed.
- All activities to comply with the OSHACT and Regulations
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the *Employer's* standard, to be current at all times (Live Document)
- All work to be done according to the construction regulations at all times

5.2 People restrictions, hours of work, conduct and records

N/A

5.3 Health and safety facilities on the Affected Property

- Proto team on each shift
- Medical Station and relevant staff on Site.
- Each workshop has a first aid box available.
- Yearly induction for all personnel.
- In an emergency the contract supervisor and *Service Manager* must notified immediately.

First aid centre

The *Contractor* provides a first aid service to his employees and *Subcontractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities are available.

Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life-threatening situations.

The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

5.4 Environmental controls, fauna & flora

Environmental management

- Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- All *Contractors* shall comply with the *Employer's* environmental management procedures and Environmental legislation
- Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.

Waste Management

- Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.
- The *Employer's* periodically collects waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.

- Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste
- Maroon bin for scrap
- Green box for cartridges
- Blue box for recyclable paper

Radiation protection

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the *Employer*) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the *Employer*.

Environmental management

The *Contractor* is required to ensure that all goods, services or works supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the Site, the goods, services or works supplied will also conform to the *Employer's* environmental specifications.

Handling of waste produced by the *Contractor*

All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.:BN0621-16296-5.

The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.

The *Contractor* is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer's* site, the goods, services or work supplied also conforms to the *Employer's* environmental specifications.

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

Stockpiling of waste

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

Hazardous waste

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site

Pest Control

- Only approved herbicides with a low environmental risk shall be used for pest control.
- Only registered pest controllers may apply herbicides on a commercial basis.
- Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, and Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

- Incidents related to water pollution must be reported to the *Employer's* environmental department within 24 hours.
- Report/fix leaking taps and pipes to save water.
- Use water sparingly.
- Chemical substances shall not be disposed of in wastewater or storm water drains.

Air Pollution

- Dust suppression measures must be in place to reduce airborne dust.
- Noxious and offensive odours arising from work activities shall be adequately controlled.
- Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.

Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

5.5 Cooperating with and obtaining acceptance of others

Interface with Others

It is likely that other *Contractors* will be working in the same area. Others might however from time to time require limited access to the same area in order to execute maintenance activities and the *Contractor* is to be accommodating in such instances.

Monthly progress report

N/A

Requirements for Completion.

Completion is when the *Contractor* has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects.

The Site is handed back to the *Employer* in a condition acceptable to the *Service Manager*.

5.6 Records of *Contractor's* Equipment

- *Contractor's* equipment (Cell phones with Camera's, Computers, Camera's etc.) to be declared and signed in at security.
- All test equipment must be calibrated and tested regularly and certificates must be handed in to the *Service Manager* for record keeping
- All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.

- *Contractor* is responsible to safe guard its own tools and equipment.
- All lost equipment and tools to be declared to the *Service Manager* and full details of Incident.

Electrical & Instrumentation equipment and appliances

Any electrical/Instrumentation equipment or appliances used by the *Contractor* conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any electrical/instrumentation equipment or appliance that in the *Service Manager's* opinion does not conform to the foregoing.

5.7 Equipment provided by the *Employer*

- For the purpose of expediting the works, the *Employer* may make facilities and services available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or services.
- The *Employer* may allow the *Contractor*, for the execution of the works, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages as a result of any act of negligence by the *Contractor*, his employees or sub-contractor while using such workshop, cranes, tools and equipment.
- The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.
- The *Contractor* must ensure that any one of his employees or Sub-contractor, operating hoist equipment belonging to the *Employer*, is authorised by the *Employer*
- Aerial platform equipment (must be trained and be licensed to operate this equipment)
- Overhead Crane (must be trained and be licensed to operate the overhead crane)

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Supply of electricity

The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only. All installations or equipment complies with all relevant safety regulations and requirements. *Contractor* to supply own 220 or 380 VAC extensions.

Water

The *Employer* supplies potable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

Accommodation of the *Contractor's* employees

The *Contractor* makes his own arrangements for accommodation and meals.

Telecommunications

The *Contractor* provides his own communication system and the cost thereof. Cell phones/radios to be used on the ash facility / ash dams / slurry plant where poor reception exists. All private telephone calls / Internet usage on the account of *Contractor*.

Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment

Facilities availability

Employer will provide facilities (such as toilets and workshop space)

Contractor work space will be allocated by the *Employer*

5.8.2 Provided by the *Contractor*

- *Contractor* to provide and ensure safe transportation services for all his *Contractors* and it must comply to 32-93 and 33-345 procedures. No transportation of personnel at the back of the bakkie.
- *Contractor* to provide own (Coffee, sugar, milk, tea etc.)
- All computers and printers accessories needed to be provided by the *Contractor*
- The *Contractor* will be responsible for the cost of all private phone calls, faxes and internet usage.
- The *Contractor* to provide own accommodation and meals for his / her employees at own costs
- All PPE to be provided by *Contractor* e.g. arc flash PPE (category – specific 8 cal/cm²) and acid retardant PPE, safety harnesses, Face shield Gum Boots, respirators.
- Provide SABS approved Safety harnesses as per the *Employer's* Safety Requirements.
- The *Contractor* will be responsible for the cost of all internet usage or Telephone calls made to any Cellular, Telkom or international number.
- *Contractor* to provide own Cabin for office and work place, but the *Employer's* to provide space
- COC's to be provided of all LV equipment and Cabins provided by the *Contractor*.
- *Contractor* to provide own tools and equipment and test instruments such as Ladders, electric drills and bits, electric blower, insulated tools, rubber mat to enable to preform work according to the scope of work
- *Contractor* to supply own 220V extension's at the *Contractor* own costs.
- Certified copies of ID's, Qualifications and CV'S to be provided by the *Contractor* on contract reward.
- *Contractor* to have additional test equipment in order to always be able to carry out work.
- *Contractor* shall have at least one vehicle (LDV) that must be on site at all times. Vehicle to comply with the *Employer's* vehicle standards.
- *Contractor* to provide own fire extinguishers for the *Contractor's* cabins.
- *Contractor* will provide a detailed method statement on how the coal plant will be maintained and repaired.
 - Supply a letter of undertaking that the *Contractor* does have the correct tools and equipment to perform the activity and that list of tools and equipment that is registered on the Company's register
 - QCP's and Certified Letters to be provided for prove of previous similar activities done with references of previous activities done

Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required per site.

Housekeeping

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.

Access permits

All applicable *Contractor* personnel shall be issued with access and vehicle permits (*Contractor* Permit) which will contain the following information:

- Name
- ID Number
- Company
- Validity date

All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.

The *Contractor* applies with Tutuka Power Station Protective Services for the issuing of permits. The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services, or can be faxed to (017) 749 9168. The form contains the following information:

- Employee Name.
- Employee ID Number.
- The *Employer's* Safety Co-ordinators signature.
- The *Employer's Service Manager's* signature.
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

The form is appended to the *Contractor's* Safety Manual, referred to in Section 2.3.2 (b).

The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times.

The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.

The *Contractor* will be limited to the working areas associated with the works. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.

Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All *Contractors* will supply protective services with their vehicles registration numbers.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the power station security gate.

The *Contractor* obtains the access procedures, from the *Service Manager*, which may change depending on the prevailing security situation.

Temporary cabling

The *Contractor* will be provided with all temporary wiring and cabling to lead power from the point of supply to the various points where it is required. The *Contractor* maintains and removes it on Completion.

5.9 Control of noise, dust, water and waste

- All necessary and relevant PPE must be used at all times when entering or working on plant as specified by the *Employer*.
- Risk assessments must be completed before commencing with any task to be current at all times (Live Document)
- All relevant procedures to be used at all times

5.10 Hook ups to existing works

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- The main *Contractor* is accountable for the management of their sub-contractors and suppliers and to ensure that the applicable legal and the *Employer's* requirements (applicable during contract execution) are complied with by the sub-contractors and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and the *Employer's* requirements identified, then the Main Service Provider/Principle *Contractor* will be penalised.
- The *Contractor* shall operate under the direction and instructions of the *Service Manager's* or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- The *Contractor* shall maintain a high standard of workmanship expected by the *Employer* and shall comply with any quality assurance and quality procedures implemented by the *Employer*.
- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employers* rules, regulations and procedures
- The *Employer* reserves the right to terminate the contract, once 3 non-conformances / PIR are raised against the *Contractor*
- The *Employer* reserves the right to request disciplinary/corrective action if, and when, required.
- The *Contractor* must submit Curriculum Vitae's of its entire staff prior to work commencing on site.
- The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- All *Contractor* supervisors must be authorised in Plant Safety Regulations as per legislative requirements and the period within which this requirement must be fully met, will be finalised and confirmed within six months on contract award.
- The *Contractor* will be responsible for the full payment of the legislative training costs for every employee at the *Contractor's* cost, in the event that the employee have to redo the training due to failing at the first attempt as well as the subsequent attempts that follows until the employee is authorised.
- All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*
- Care must be taken to prevent damage to any surroundings such as the plant, roads, environment and equipment in and around existing buildings.

- The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- The *Contractor* and his employees may only smoke in the allowed / designated areas.
- The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g. theft etc.

5.10.2 Qualifications (Note – the below mentioned will change from time to time based on the skills required per contract)

N/A

Appointments

The *Service Manager* needs to approve all new appointments / persons / interviews of fix term *Contractors* / temporary *Contractors* / permanent employees / site management appointed at Tutuka Power Station.

5.10.3 Training

- a) The *Employer* will provide Plant Safety Regulations (PSR) and ORHVS training necessary for the *Contractor* in order to carry out the works.
- b) All *Contractors* artisans to be trained and authorised as responsible persons according to *Employer's* PSR at Tutuka Power Station.
- c) The *Employer* will provide any training deemed necessary by the *Service Manager* for the *Contractor* to perform the service. The *Contractor* shall be obliged to carry out the service for which the training was provided.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- Quality Control check sheets to be done between *Contractor* and *Employer*
- Do inspections as per Scheduled Work Order and report all defects to the *Employer*.
- Hold and witness points

5.11.2 Materials facilities and samples for tests and inspections

- N/A

6 List of drawings

6.1 Drawings issued by the *Employer*

- All relevant Electrical drawings will be available in workshop or at the drawing office. *Contractor* to immediately advise the *Employer* of suspected deviations and updates required on drawings.

7. X17 – Low Service Damages Table

ITEM	DESCRIPTION OF TASK	Measurement	DAMAGES TO BE IMPLEMENTED
Failure to sign the site register when collecting samples	When the service provider fails to sign the site register on arrival and departure when collecting samples	Per individual collecting samples on site	100% of monthly fixed cost per relevant Individual rates
Late submission of monthly report	When the report is submitted a day or more later than the agreed timeframe.	Per Individual per Incident	2% of monthly fixed cost per relevant Individual rates

8 Annexure C: Key Performance Indicators

Key Performance indicator (Fugitive Dust Monitoring)

8.1 X20 - Key

	KPA	Objective	Weight	Base	Target	Ceiling	YTD		YE	
							A	S	A	S
1	Establish an additional monitoring station around the emergency ashing area (TTO2)				One week					
2	Assess the condition of all existing monitoring stations equipment and replace with new equipment if broken or stolen				One month					
3	Collect and analyse 25 fugitive dust samples from all monitoring points				Monthly					
4	Submit results of monthly analysis via email on a monthly basis, within 14 days after sample collection				Monthly					
5	Submit an annual report at the end of the 12-month cycle				Annually					

A= ACTUAL YTD = YEAR TO DATE S = SCORE YE = YEAR
END