



## NEC3 Term Service Contract (TSC3)

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

**and** **[Insert at award stage]**  
(Reg No. \_\_\_\_\_ )

**for** **CIVIL & STRUCTURE REPAIRS AND MAINTENANCE**  
**CONTRACT AT LETHABO POWER STATION**

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**CONTRACT No.** **[Insert at award stage]**

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## **PART C1:      AGREEMENTS & CONTRACT DATA**

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

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

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## 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:

#### CIVIL & STRUCTURE REPAIRS AND MAINTENANCE CONTRACT AT LETHABO POWER STATION

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	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:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

\_\_\_\_\_  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

No.	Subject	Details
1	N/A	

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	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
10.1	The <i>Service Manager</i> is (name):	<b>[•]</b>
	Address	<b>[•]</b>
	Tel	<b>[•]</b>
	Fax	<b>[•]</b>
	e-mail	<b>[•]</b>
11.2(2)	The Affected Property is	Lethabo Power Station. Lethabo Power Station includes work done at all Eskom owned property

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

		including Sewage plants, Ash disposal, Coal Stock yard
11.2(13)	The <i>service</i> is	Civil repairs and Maintenance Contract at Lethabo Power Station
11.2(14)	The following matters will be included in the Risk Register	As stipulated in the Site information section of this contract
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	Emergency -2 Hours, Normal 48 hours
2	<b>The Contractor's main responsibilities</b>	<b>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</b>
21.1	The Contractor submits a first plan for acceptance within	As per Task Order, purchase order or formal letter agreed between <i>Service Manager</i> and <i>Contractor</i>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>[•]</b>
30.1	The <i>service period</i> is	3 Years
4	<b>Testing and defects</b>	<b>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</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	On the 25 <sup>th</sup> of each month or the next working day after the 12 <sup>th</sup> of each month
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks.</b>
51.4	The <i>interest rate</i> is	<p><b>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</b></p> <p><b>(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</b></p>

		such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> 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	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	As per NEC3 TSC Core Clause 8 Risks and Insurance Risks - 80.1 and insurance 83.1 and 83.2
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Contractor</i> provides these additional insurances:	<b>[•]</b>
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	<b>[•]</b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>

	connection with the <i>Contractor's</i> Providing the Service for any one event is:	
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..</b>
<b>9</b>	<b>Termination</b>	<b>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.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	<b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	e-mail	<b>[•]</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>

12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	October 2022		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		Fixed	10	
		Labour	40	Seifsa Table C3
		Transport	10	Seifsa Table L2
		Plant	20	Seifsa Table D
		Equipment	20	Seifsa Table G
		100		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Appendix A (On the last page of this 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 described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"><li>the total of the Prices at the Contract Date and<ul style="list-style-type: none"><li>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 in the <i>Employer's</i> assets and works / maintenance policies available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></li></ul></li></ul>		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or	the total of the Prices other than for the additional excluded matters.		

	in connection with this contract, other than the excluded matters, is limited to	<p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>General - 52 weeks, specialized activities 260 weeks after the completion of each task order.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Within the same day of receiving the Purchase Order / Task Order / Formal Letter
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z11 always apply.</b>
<b>Z1</b>	<b>Cession delegation and assignment</b>	
	Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .
	Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
<b>Z2</b>	<b>Joint ventures</b>	
	Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.
	Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
	Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
<b>Z3</b>	<b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>	
	Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
	Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .

- 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 <i>Contractor</i> 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 <i>Contractor</i> , 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 Service 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 Service for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

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.

## **Z1 Supplier Development and Localisation (SD&L) requirements**

Z12.1 .....

## **Annexure A: Insurance provided by the Employer**

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.*

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_  
From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

## C1.2 Contract Data

### Part two - Data provided by the Contractor

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:	
CV's (and further key person's data including CVs) are in _____.		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

**PART 2: PRICING DATA**

**TSC3 Option A**

Document reference	Title
C2.1	Pricing assumptions: Option A
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:

<b>Identified and defined terms</b>	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"><li>• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>• 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.</li></ul>
		(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*

Item No.	Description	Unit	Rate
1	8mm reinforcement	Ton	
2	10mm reinforcement	Ton	
3	12mm reinforcement	Ton	
4	16mm reinforcement	Ton	
5	20mm reinforcement	Ton	
6	25mm reinforcement	Ton	
7	32mm reinforcement	Ton	
8	40mm reinforcement	Ton	
9	Wire mesh	m2	
10	M20 Chemical anchors	Sum	
11	Epoxy for concrete sealing (spray lock or equivalent)	Ltr	
12	Kerneos Fonducurete or similar	Each	
13	42.5N cement	Each	
14	52.5N cement	Each	
15	Concrete aggregate (53mm)	m3	
16	Concrete aggregate (37.5mm)	m3	
17	Concrete aggregate (26.5mm)	m3	
18	Concrete aggregate (19mm)	m3	
19	Concrete aggregate (13.2mm)	m3	
20	Concrete aggregate (9.5mm)	m3	
21	Concrete aggregate (6.7mm)	m3	
22	Crushed sand (unwashed)	m3	
23	Crusher sand (washed)	m3	
24	Base G1	m3	
25	Base G2	m3	
26	Base G3	m3	
27	Subbase G5	m3	
28	Subbase G7	m3	
29	Road stone 19mm	m3	
30	Road stone 13.2mm	m3	
31	Road stone 9.5mm	Ton	
32	Road stone 6.7mm	Ton	
33	Asphalt (premix cold asphalt)	Ton	
34	Formwork	m2	
35	Road paint	Lt.	
36	Pipes (Potable water)	Each	
	i. 1 inch = 32mm	Each	
	ii. 1 ¼ inch = 40mm	Each	
	iii. 1 ½ inch = 50mm	Each	

	iv. 2 inch=63mm	Each	
	v. 3 inch=75mm	Each	
	vi. 4 inch=90mm	Each	
	vii. 5 inch=110mm	Each	
	viii. Copper- ½ inch and ¾.	Each	
	ix. Galvanized-50mm/2inch	Each	
	x. Plastic-50mm Plascon class 10	Each	
37	Drainage system	Each	
	i. PVC 150mm	Each	
	ii. 22mm copper pipes (class 0) with fittings	Each	
	iii. ½ inch galvanized pipe with fittings	Each	
	iv. ¾ inch galvanized pipe with fittings	Each	
	v. Pipes 40mm PVC S.A.B.S with necessary clips	Each	
	vi. 2inch galvanized waste pipes.	Each	
	vii. 4-inch sewer drain with 110mm P.C.V pipe	Each	
	viii. 6-inch sewer drain with 150mm P.V.C pipe	Each	
38	Waste pipes	Each	
	i. 50mm S.A.B.S PVC pipe	Each	
	ii. 1 ¼ inch galvanized waste pipe with 40mm S.A.B.S. PVC pipe (making use of PVC glue necessary pipe fittings	Each	
	iii. pipes 50mm PVC S.A.B.S with necessary fittings and clips	Each	
	iv. basin s-trap 1 ¼ inch x 1 ¼ inch flexi.	Each	
	v. double sink trap 1 ½ inch flexi.	Each	
39	Roofs	Each	
	i. ½ inch galvanized pipes in roof with 15mm copper pipes (class 0), plus capillary fittings.	Each	
	ii. ¾ inch galvanized pipes in roof with 15mm copper pipes (class 0), plus capillary fittings.	Each	
	iii. 15mm polycop pipes in roof with 15mm copper pipes (class 0), plus capillary fittings.	Each	
	iv. 22mm polycop pipes in roof with 22mm copper pipes (class 0), plus capillary fittings.	Each	
	v. ½ inch galvanized pipes in roof with ½ inch galvanized pipes plus fittings.	Each	
	vi. ¾ inch galvanized pipes in roof with ¾ inch galvanized pipes plus fittings.	Each	
40	Walls	Each	
	i. ½ inch galvanized pipes in walls with 15mm copper pipes (class 0), plus capillary fittings.	Each	
	ii. ¾ inch galvanized pipes in walls with 22mm copper pipes (class 0), plus capillary fittings.	Each	
	iii. ½ inch galvanized pipes in wall with ½ inch galvanized pipes with galvanized fittings (asbestos panels).	Each	
	iv. ¾ inch galvanized pipes in wall with ¾ inch galvanized pipes with galvanized fittings (asbestos panel),	Each	
	v. ½ inch galvanized pipes against the wall with ½ inch pipes and fittings.	Each	

	vi. ¾ inch galvanized pipes against the wall with ¾ inch pipes and fittings.	Each	
	vii. ½ inch galvanized standpipe.	Each	
	viii. ¾ inch galvanized standpipe.	Each	
	ix. 15mm copper pipes (class 0) with fittings, brass holder bats	Each	
	x. ½ inch galvanized elbow.	Each	
	xi. ¾ inch galvanized elbow.	Each	
	xii. 25mm plason elbow	Each	
	xiii. 1-inch galvanized elbow.	Each	
	xiv. ½ inch tee.	Each	
	xv. ¾ inch tee.	Each	
	xvi. 15mm copper capillary tee.	Each	
	xvii. 22mm copper capillary tee.	Each	
	xviii. 1inch galvanized tee.	Each	
	xix. 25mm plason tee.	Each	
	xx. ½ inch galvanized socket.	Each	
	xxi. ¾ inch galvanized socket.	Each	
	xxii. 5mm capillary coupler cxc.	Each	
	xxiii. 22mm capillary coupler cxc.	Each	
	xxiv. 25mm plason adapter.	Each	
	xxv. ½ inch holder bat.	Each	
	xxvi. ¾ inch holder bat.	Each	
	xxvii. 15mm holder bat.	Each	
	xxviii. 22mm holder bat.	Each	
	xxix. ½ inch galvanized union.	Each	
	xxx. ¾ inch galvanized union.	Each	
	xxxi. flexi connector 300mm x 15mm.	Each	
	xxxii. ¾ inch ballostop.	Each	
	xxxiii. ½ inch ballostop.	Each	
	xxxiv. ½ inch ball valve.	Each	
	xxxv. ¾ inch ball valve.	Each	
	xxxvi. ½ inch ball valve, cobra type.	Each	
	xxxvii. ¾ inch ball valve, cobra type.	Each	
	xxxviii. kwikflo 400kpa.	Each	
	xxxix. masterflo 400kpa.	Each	
	xl. Lacto valve twin pack.	Each	
41	<b>Gutters</b>	Each	
	a. Box gutters – 100mx75mm	Each	
	b. Box gutters – 125mmx100mm	Each	
	c. Down pipe – 125mmx100mm	Each	
	i. 100mm x 75mm x 0.75mm gauge gutter complete with brackets	Each	
	ii. 125mm x 100mm x 0.75mm gauge gutter complete with brackets (one meter), paint where necessary.	Each	
	iii. 100mm x 75mm x 0.75mm gauge	Each	
	iv. Blank-off existing outlet 100mm x 75mm x 0.75mm	Each	

	gauge		
	v. offset (crimped) 100mm x 75mm x 0.75mm gauge	Each	
	vi. down pipe (crimped) with shoe 100mm x 75mm x 0.75mm gauge	Each	
	vii. down pipe holder bat 100mm x 75mm x 0.75mm gauge	Each	
	viii. gutter corner 100mm x 75mm x 0.75mm gauge	Each	
	ix. gutter corner 125mm x 100mm x 0.75mm gauge	Each	
	x. 100mm x 75mm x 0.75mm gauge gutters with 2m pieces	Each	
	xi. 125mm x 100mm x 0.75mm gauge gutters with 2m pieces	Each	
	xii. 100mm x 75mm x 0.75mm gauge gutters.	Each	
	xiii. 125mm x 75mm x 0.75mm gauge gutters.	Each	
42	<b>Geysers</b>	Each	
	i. Quickly valve – 400Kpa	Each	
	ii. latco valve – 400Kpa	Each	
	iii. Vent tray and outlet	Each	
	iv. 50 litre geysers (horizontal and vertical)	Each	
	v. 100 litre geysers (horizontal and vertical)	Each	
	vi. 150 litre geysers (horizontal and vertical)	Each	
	vii. 50 litre geysers in outside buildings. Own pressure valves, vacuum breakers and overflows to be supplied	Each	
	viii. 100 litre geysers in outside buildings. Own pressure valves, vacuum breakers and overflows to be supplied	Each	
	ix. 159 litre geysers in outside buildings. Own pressure valves, vacuum breakers and overflows to be supplied by Eskom	Each	
	x. geyser overflow pipes with copper pipes (class 0) and capillary fittings to fit valve specifications. The pipe must protrude on the outside wall by 150mm	Each	
	xi. 15mm copper pipes class 0 with capillary fittings	Each	
	xii. geyser safety valve overflow pipe with 22mm copper pipes and capillary fittings	Each	
	xiii. Geyser drip trays, including overflow pipes S.A.B.S 50mm P.V.C. fittings with a slight fall to outlet.	Each	
43	<b>Valves</b>	Each	
	Replacement of Isolating – Ball valves – 2inch and 15mm	Each	
	under tile stopcock (15mmcp. FXX stopcock cobra heavy duty	Each	
44	<b>Kitchen sink</b>	Each	
	ii. <b>p-trap</b> 1 ½ inch x 1 ½ inch flexi	Each	
	iii. Seal washers	Each	
	iv. Flexi connectors	Each	
	v. double sink tops	Each	
	vi. single sink top	Each	
	vii. rubber cone on water inlet from cistern	Each	
	vii beta valve complete (PVC dpi)	Each	

	xii. pan connector 110mm	Each	
	xiv. vanity basin	Each	
	xv. P.V.C. boss adapter 110mm x 50mm	Each	
	xvi. t-piece 50mm P.V.C. plain	Each	
45	<b>Wash basins</b>	Each	
	ii. Traps <b>p-trap</b> 1 ½ inch x 1 ½ inch flexi	Each	
	iii. Traps <b>p-trap</b> 1 ½ inch x 1 ¼ inch flexi	Each	
	iv. <b>s-trap</b> 1 ½ inch x 1 ½ inch flexi	Each	
	v. Traps <b>s-trap</b> 1 ½ inch x 1 ¼ inch flexi	Each	
	vi. Seal washers	Each	
	vii. Flexi connectors	Each	
	viii. wash basin (installed and complete (2x cobra C.P. heavy duty, star pattern ½ inch taps and 1x heavy duty basin waste fitting brass c.p)	Each	
46	<b>Toilets</b>	Each	
	i. Valves	Each	
	ii. Flexi connectors	Each	
	iii. Beta valve complete cistern system	Each	
	iv. cast iron high level cistern with low level P.V.C cistern 11 litres	Each	
	v. toilet pan – white p-trap	Each	
	vi. toilet pan – white p-trap close couple	Each	
	vii. 110mm P.V.C. junction above ground	Each	
	viii. 110mm P.V.C. i.e. bends above ground	Each	
	ix. 110mm P.V.C. Kimberly socket	Each	
	x. Install garden tap ½ inch cobra heavy duty 108/15 supply and fit	Each	
	xi. garden tap ½ inch mount, ¾ inch hose fitting plastic type, cobra heavy duty 108/15 supply and fit	Each	
	xii. waste fitting, cobra 1 ½ inch (40mm)	Each	
	xiii. waste fitting, cobra 1 ½ inch (40mm)	Each	
	xiv. basin waste fitting 1 ½ inch (32mm)	Each	
	xv. basin waste fitting 1 ½ inch (32mm)	Each	
	xvi. bung rubber	Each	
	xvii. 110mm P.V.C. end cap to blank off	Each	
	xviii. 150mm P.V.C. end cap to blank off	Each	
	xix. toilet seat with similar type	Each	
	xx. 5.5mm length poxa168b 16 x 2.0mm	Each	
	xxi. 5.5mm length pca20b 20 x 2.0mm	Each	
	xxii. Ppsu adapter male 16- ½ inch	Each	
	xxiii. Ppsu adapter male 20- ½ inch	Each	
	xxiv. Ppsu adapter male 20- ¾ inch	Each	
	xxv. Ppsu adapter female 16- ½ inch	Each	
	xxvi. Ppsu adapter female 20- ½ inch	Each	
	xxvii. Ppsu adapter female 20- ¾ inch	Each	
	xxviii. Ppsu socket 16-16	Each	
	xxix. Ppsu socket 20-20	Each	
	xxx. Ppsu socket reducer 20-16	Each	

	xxxi. Ppsu elbow 90 degree pk1716 16-16	Each	
	xxxii. Ppsu elbow 90 degree pk1720 20-20	Each	
	xxxiii. Ppsu elbow female thread pk1101612 16-1/2	Each	
	xxxiv. Ppsu elbow female thread pk1102012 20-1/2	Each	
	xxxv. Ppsu elbow 90-degree female thread pk182034 20-3/4	Each	
	xxxvi. Ppsu equal tee pk11416 16-16-16	Each	
	xxxvii. Ppsu equal tee pk11420 20-20-20	Each	
	xxxviii. Ppsu reducer tee pk115201620-20-16-20	Each	
	xxxix. Ppsu reducer tee pk115202016 20-20-16	Each	
	xl. 20mm plason pipe	Each	
	xli. 25mm plason pipe	Each	
47	<b>showers</b>	Each	
	i. Mixers 15mm cp.	Each	
	ii. Taps	Each	
	iii. Seals	Each	
	iv. Shower heads	Each	
	i. Flush master system	Each	
48	<b>Masonry</b>	Each	
	i. 110mm face brick	Each	
	ii. 230mm face brick	Each	
	iii. 110 mm face brick	Each	
	iv. 230mm face brick	Each	
	v. 110mm stock brick	Each	
	vi. 230mm stock brick	Each	
49	<b>Tiling</b>	Each	
	i. Ceramic floor tile (Floor tiling)	Each	
	ii. Mosaic floor tile (Floor tiling)	Each	
	iii. Vinyl floor tile ( Floor tiling)	Each	
	i. Ceramic soap dishes	Each	
	Ceramic toilet holders	Each	
	Toilet paper dispenser	Each	
50	<b>Glazing</b>	Each	
	i. Frosted	Each	
	ii. Tinted	Each	
	iii. Clear	Each	
	v. Mirrors	Each	
	vi. 4mm float glass	Each	
	vii. 4mm obscure glass (pacific)	Each	
	viii. 6mm Georgian glass	Each	
	ix. 6mm clear float glass	Each	
	x. Standard shower door glass, including door frame (+/-900mm)	Each	
	xi. 3 panel sliding door (including frame (+/- 900mm)	Each	
51	<b>Capentry</b>	Each	
	i. wooden doors,	Each	

	hinges	Each	
	locks	Each	
	handles,	Each	
	air-vents	Each	
	ii. Auto door closer adjustments	Each	
	iii. Facia boards	Each	
	iv. Ceiling - nutec boards 3mm	Each	
	v. Bishop strips-6mm and 3mm	Each	
	vi. Shelves	Each	
	vii. Wood boxes	Each	
	viii. Notice boards	Each	
	ix. Counter tops (marbie-lite)	Each	
	x. Picture frames Hung ceilings	Each	
	xi. Skirting-quarter round skirting	Each	
	xii. Hand rails, shower Curtain rails and Towel rails (chrome)	Each	
	xiii. Soap Dishes (chrome)	Each	
	xiv. Shower plastic skirting	Each	
	xv. Shower and toilet indicator locks (chrome)	Each	
	xvi. Barrel bolts- 15mm to 100mm	Each	
	xvii. Broken roof tiles	Each	
	xxiv. ceiling board with Nu Tec, 3-4-6mm	Each	
	xxv. cornice (cladded cove)	Each	
	xxvi. bishop strips, 3-4-6mm	Each	
	xxvii. facia board (NuTec)	Each	
	xxviii. big striking plate	Each	
	xxix. small striking plate	Each	
	xxx. half moulded striking plate	Each	
	xxxi. brass goose neck barrel bolt, 50mm; 76mm; 100mm	Each	
	xxxii. Chrome round handle, 30mm; 50mm	Each	
	xxxiii. flat lock, 64mm; 75mm	Each	
	xxxiv. interior wooden door (sapele)	Each	
	xxxv. exterior wooden door (meranti close back)	Each	
	xxxvi. butt hinge	Each	
	xxxvii. oval cylinder lock	Each	
	xxxviii. 4 and 2 lever union locks	Each	
	xxxix. night latch lock union	Each	
	xl. push button lock chrome union	Each	
	xli. 3 lever lock	Each	
	xl. cupboard clothes rail	Each	
	xl. cupboard clothes rail brackets	Each	
	xliv. cupboard hinges (spring loaded)	Each	
52	<b>Fencing</b>	Each	
	i. Wire Mesh fence	Each	
	ii. Diamond mesh fence	Each	
	iii. Steel and Concrete Palisades	Each	

	iv. Gates	Each	
	v. diamond mesh fence	Each	
	vi. corner post (included where necessary concrete re-enforcement)	Each	
	vii. standard Y section post (included where necessary concrete re-enforcement)	Each	
	viii. diamond mesh on fences	Each	
	ix. diamond mesh gate on gates	Each	
	x. palisade fencing as required	Each	
	xi. palisade gate	Each	

## Resources

Running Maintenance (Core Crew) Costs Breakdown					
Qty	Resource	Hourly Rate	Hours	Months	Cost
1	Site supervisor		160	12	
1	Technician		160	12	
1	Safety officer		160	12	
1	Plumber		160	12	
1	Carpenter		160	12	
1	Brick layer		160	12	
3	Labourers		160	12	
Yearly Costs					
Monthly Costs					
Term					
<b>Total Running Maintenance Costs</b>					

OVERTIME COSTS (ESTIMATE OF 23HRS PER MONTH INCLUDING SATURDAYS)					
Qty	Resource	Hourly Rate	Hours	Months	Cost
1	Site supervisor		23	12	
1	Technician		23	12	
1	Safety officer		23	12	
1	Plumber		23	12	
1	Carpenter		23	12	
1	Brick layer		23	12	
3	Labourers		23	12	
Yearly Costs					
Term					
<b>Total Opportunity Maintenance Costs</b>					

**TOTAL ESTIMATE OF CONTRACT OVER 3YEARS**

NORMAL TIME	
OVERTIME	
EQUIPMENT	
TOTAL COST	

**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>

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## 1 Description of the service

### 1.1 Executive overview

Scope of work for routine preventative and corrective civil and structural maintenance and inspections
--

### 1.2 Employer's requirements for the service

**Note: All engineering work will be done by Eskom system engineer available on site.**

#### Preventative and Corrective Maintenance

The Contractor will be responsible for the preventative and corrective maintenance of all Lethabo Power Station Civil and Structural assets. The Contractor shall maintain Civil & Structural assets to ensure that:-

- There is a decreased need for constant capital investment;
- Existing facilities are used to their full life expectancy;
- The infrastructure performs better, effective and reliable and has a longer life due to a greater emphasis on preventive maintenance;
- The productivity of personnel is enhanced because of a lack of frustration due to constant equipment failure;
- Compliance to Construction Regulations of 2014 and the Employer's procedures and standard.

#### Scope

The preventative and corrective maintenance will include but not be limited to:

- Cooling towers
- Smoke stacks / chimneys
- Flu ducts
- Coal silo's
- Clarifiers
- Licenced Dams
- Conveyor structures
- Boiler structures
- Turbine Structure
- All roof types
- Ash dumps
- Station Roads (approx. 16km)
- Water storage tanks
- Station drains
- Concrete channels
- Fencing
- Ash dump
- Sewage plant
- Lethabo Buildings
  - o General
  - o Main Building
  - o Offices
  - o Workshop and stores
  - o Fire Station
  - o Ablution blocks
  - o Visitor Centre
  - o Houses
- Pipe work
- Ablution blocks
- Bridges and culverts
- Void Detection
- All Station channels

- Concrete structure

Major repairs / maintenance and rehabilitation will be handled as a separate project and will follow the standard engineering change management and procurement procedures. The Contractor is to submit scopes for the employer's assessment. Based on this assessment the employer will decide whether the repairs will be handled as a separate project or not.

The Contractor must be able to supply all tools, equipment, material, platforms and access equipment to execute the preventative and corrective maintenance work for all civil and structural assets at Lethabo Power Station.

**Note: ALL road works to be done according to the Eskom Engineering memorandum**

The Contractor will be responsible for, but not limited to, the execution of the following activities:

#### **Infrastructure Activity**

Roads (Both Rigid & Flexible)

- Road Marking (painting)
- Road Marking (signage)
- Patching (surface only)
- Patching (surface and base)

Resurfacing

Sealing of cracks

Roads (gravel)

Re-Grading

#### **Concrete**

- Concrete removal
- Hand packing
- Guniting / Shotcrete
- Chemical anchoring
- Concrete coring and testing

Replacement, cleaning, corrosion protection of reinforcement

Dams Maintenance on embankment, inlet and outlet structures (concrete, gabion lined)

Removal of vegetation

Planting of vegetation

Drainage (Open and closed) / pipe channels / trenches

Removal of silt

Removal of vegetation, debris and waste

Unblocking of drains/pipes

Slopes Erosion protection

Fencing Repairs

Railway Rail tamping

Rail repairs

#### **Other Works**

##### **Description of Works**

The Contractor is responsible to supply skills to do the following work:

##### **Plumbing maintenance**

- Laying and joining of Steel, PVC and HDPE pipes
- Opening, cleaning and unblocking of sewage drains and manholes.
- Opening, cleaning and unblocking of open channels and culvert drains
- Cleaning and installing of gutters, roof sheeting
- All Plumbing maintenance

##### **Carpentry maintenance**

- Repairs to all doors and furniture.
- Hanging of doors, fitting of ceilings and new installations.
- Repairs / replacement of installations such as ceilings, skirting's, doors, door locks etc.
- Roof repairs and replacements.
- Repairs of existing and installation of new dry walls as and when required.

- Repairs of existing office furnishings and installation of new workstations, cupboards and related notice boards/ white boards, carpets as required.
- All carpentry maintenance

#### **Bricklayer**

- Laying of floor ceramic tile, wall tiles and Marley tiles
- Building of brick walls including building with face brick
- Laying and breaking of concrete
- Conducting structural repair work on all concrete structure
- All Bricklaying maintenance

#### **Painting**

- Painting with normal paints and epoxy products
- Fitting and cutting all Glass and glazing
- All non-plant related painting of Offices and Utility Buildings
- All Road Marking and Signage.
- All Painting work

#### **Masonry duties**

- Repairs and building modifications as required to buildings, paving, wall and floor tiles etc.
- Repairs and building of sewerage and storm water man holes, catch pits and bund walls.
- Repairs and additions to concrete floors, paving, storm water channels etc. as and when required.
- Door gates replacements Repairs and replacement of burglar bars, security gates etc.
- Repairs to all metal roller shutter and sliding doors at stores, logistics etc.
- Repairs / replacement of existing road signs, notice boards and the installation of new signs etc.
- Repairs and replacement of metal hand rails, balustrades etc.
- Repairs to security gates, booms and palisade fencing.
- Repairs to zipfel filing system structures.
- Repairs to metal sub-station doors and locking mechanisms.
- Repairs to all parking garages, carports.
- Repairs to all heavy duty metal shelving as required for metal samples at the laboratory.

#### **Technician to do following inspections:-**

- Inspections to be done as per the Employer's inspection manual for Civil and Structural Works.
- After inspections have been done repairs must be done on the faults found.
- The Technician must have the correct experience and qualification to do the required inspections

#### **Required Equipment**

The Contractor is responsible to supply the following tools and equipment to enable the Contractor to carry out the work as per contract:

- Welding machine
- Fuel driven Water pump
- Step ladders
- Eskom approved Safety harness
- Wheel barrows
- Spades, rakes, picks and shovels
- Portable safety barricading
- All Electric grinders
- All Drilling machines
- Electric jack hammer including bits and drills
- Electrical extensions 220VAC
- Electrical planer, electrical hand saw and belt sander
- Drain rods
- All hand tools including socket set and set of ring flat spanners
- Heavy duty hand Grease pump
- Galvanised Pipe thread cutter and pipe vice
- All the tools required to do the scope of work
- Call-out response time is 1.5 hour and team roster to be handed in one week upfront

- The contractor is to supply the home-work-home transport for their staff. Staff must be dropped and fetched inside the station and not at the power station entrance.
- Team to consist of Contractor working supervisor and required skilled persons needed to execute work
- The Contractor is responsible to supply transport for his staff on site as per the Employer's requirement. Staff will not be allowed to walk from the station to another job at a surrounding area (e.g.: coal stockyard, ash disposal, sewage plant, domestic waste site, etc)
- vehicles will be required to transport staff, equipment and spares / materials on site
- The Contractor is responsible for submission of health and safety file prior to commencing of work
- The Contractor is responsible for maintaining of the Contractor health and safety file and will be audited on a frequent basis
- The Contractor is responsible for the induction of their employees
- The Contractor must have the equipment needed to do the checks on the structures

#### General

- All work undertaken must be done in accordance with workflow service
- Permit to work and workers register to be completed
- Application for Isolation Permit to be arranged by the Employer
- Contractor Supervisor and Technician to be Authorized in plant safety regulations within 3 months of contract start or as soon as the Employer can arrange the training
- The Contractor must provide proof of experience and certified qualifications and medical certifications of all personnel.
- All work undertaken must be done in accordance with workflow service
- Application for Isolation Permit to be arranged by the Employer
- The Contractor must provide proof of experience and certified qualifications and medical certifications of all personnel.
- Task order, purchase order or formal letter is the instruction to commence work
- The Service Manager will verify that the work performed as per Assessment is in fact a true reflection of work performed. Support documentation will be required from the Contractor.
- All PPE to be provided by Contractor and must be SABS approved.
- Good housekeeping to be adhered to at all times. The Contractor must clean and remove all debris while executing and on completing a task.
- When entering the site after hours the Contractor must have an Employer's identification card
- All services must be done according to the Eskom standards and procedures.
- The Employer's live saving rules to be adhered to (1. Open, Isolate, Test, Earth, Bond and/or Insulate before Touch, 2. Hook up at Heights, 3. Buckle Up, 4. Be Sober, 5. Ensure that you have a Permit to Work )
- 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)
- Time sheet must be kept up to date, reflecting all work performed. The Employer's Contractors Time sheet to be used
- Safety (Zero harm policy) to be adhered to at all times.
- All work to be done under the Construction Regulation
- The Civil Technician will be instructed to do inspections that must be performed as per the Employer's

#### Civil Inspection manual / instruction

- Contractor to submit valid police clearance certificates for all Contractor's personnel.
- Minimum safety requirements for access is HIRA training
- Contractor must be trained on cranes and have crane licence.
- Contractor to be trained and licensed to operate aerial platforms at the Employer's site
- When working on ladders two-person rule to be followed.
- When working in confined spaces two –person rule to be followed
- Audit on Contractor will be done on a frequent basis.
- Transport for Contractor's employees to be provided by Contractor.
- CIDB Certificate must be valid at all times if required
- Contractor shall be required to maintain good housekeeping at all times
- Contractor to provide all necessary tools, equipment and test equipment to perform work according to the scope of work.
- Contractor shall comply with the Employer's (WWM) work week management system.
- The Employer's Lifesaving rules to be adhered to.
- Overtime, on "as and when required" basis
- Overtime must be approved by the Service Manager before work commences.

- All overtime to be specified on time sheets as well on support documentation.
- All PPE required to be provided by Contractor e.g. arc flash PPE (category – specific 8 cal/cm<sup>2</sup>), safety harnesses, Face shield, Gum Boots, dust masks and for any weather / working conditions.
- Working hours is the Employer's working time and overtime might be required depending on the workload and urgency thereof.
- All cabins and LV equipment shall comply with the Employer's standards, including COC.
- Contractor's site to comply with the Employer's regulations and standards in terms of SHEQ and shall be inspected by the Employer.
- Quality control plan and contract Quality plan approval process standards as per QM 58 to be used.
- Audit on Contractor will be done on a frequent basis.
- Contractor to make use of the Employer's ablution facilities.
- Transport for Contractor's employees to be provided by Contractor.

**Note: All tools and equipment required for the service is to the Contractors account.**

- 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.
- 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

### 1.3 Interpretation and terminology

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

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
Contractor:	Service provider contracted for supplying specific service to Eskom, Lethabo Power Station.
Employer:	Eskom, or Eskom Lethabo Power Station
BS:	British Standard
BU:	Business Unit
EMS:	Environmental Management System
ISO:	International Standards Organisation
KKS:	Kraftwerk Kennzeichen System
LPG:	Liquid Petroleum Gas
NEC:	New Engineering Contract
NPSH:	Net Positive Suction Head

ORHVS	Operating Regulations for High Voltage Systems
PCLF:	Planned Capability Loss Factor
PM:	Plant Maintenance
PSR	Plant Safety Regulations
PTW:	Permit to Work
QA:	Quality Assurance
QC:	Quality Control
QCP:	Quality Control Plan
QMP:	Quality Management Programme
SABS:	South African Bureau of Standards
SANS:	South African National Standards
SAP PM:	SAP Plant Maintenance
SAP:	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SOW:	Scope of Work
STEP:	Station Thermal Efficiency Program
UCF:	Unit Capability Factor
UCLF:	Unplanned Capability Loss Factor

## 2 Management strategy and start up

### 2.1 The *Contractor's* plan for the service

- To be discussed before any 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.
- No work shall commence until the scope of work has been finalised and accepted by both the Service Manager and Contractor.
- Contractor and Service Manager will do a final inspection on the completion of the scope of work before signing of any documents

### 2.2 Management meetings

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.

Attendance of meetings as required by Service Manager such as:

- Assessment meeting
- Meeting Minutes must be kept
- Attendance register to be signed by all and kept in Employer File
- Lethabo Power Station Contractors Safety Meeting (monthly) if on site
- Departmental Safety Meetings (monthly)if on site
- Section daily meetings if on site
- Any meeting requested by the Employer or Contractor

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor and _____</i>

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

### Core crew

- Site Supervisor
- Civil Technician with experience on structures
- Plumber (Trade Test)
- Carpenter (Trade Test)
- Bricklayer / Builder
- 3 Labourers

### As and when required basis

- Safety Officer
- Plumber (Trade Test)
- Carpenter (Trade Test)
- Fitter (Trade Test)
- Welder (Trade Test coded for the application)
- semi-skilled Bricklayer (training course to apply epoxy products & tile laying course)
- semi-skilled Plumber (Plumber training course with proof of training)
- semiskilled Carpenter (Carpenter training course with proof of training)
- semiskilled Painters (Painters training course with proof of training)
- labourers

## 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.

- Assessment supporting documentation to be handed in to the Employer / 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

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

- 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*

- Refer to Contract Data section 8.

## **2.10 Training workshops and technology transfer**

- The Contractor's personnel to do safety induction before entering the site and commencing with any work on Employer's account.
- All training will be on Contractor's account
- The Contractor's personnel to have job specific training.
- Contractor Supervisor and Technician to be Authorized in plant safety regulations within 3 months of contract start
- Minimum safety requirements for access is HIRA training

## **2.11 Design and supply of Equipment**

- In the case for a Modification the Modification process must be followed
- Contractor to provide all tools and equipment necessary to perform the required service.
- 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.
- All lost equipment and tools to be declared to the Service Manager and full details of incident.
- All test Equipment must be calibrated regularly and certificates must be handed in to Service Manager

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

### **2.12.1 Equipment**

- The Contractor returns to the Employer, equipment and surplus plant and materials provided by the Employer
- Contractor Provides information and other things as stated in the Service information

### **2.12.2 Information and other things**

- All Reports / Documents to be compiled, filed, discussed and handed over to the Employer (the day to be announced by Employer) and at the end of the service.
- On completion of contract the Contractors safety file will be hand over to the Service Manager and Will be saved for 40 Years after completion / termination of the contract
- 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 she specifications 2.5.2 (iv) and 3.10..Contractor will not be allowed on site if the Contractors letter of good standing is not valid

## **2.13 Management of work done by Task Order**

- A Task Order is the instruction to commence work
- No work shall commence until Task order is issued and supported by corrective / planned maintenance defect and has been finalised and accepted and signed by both the Employer and Contractor
- Completion certificate to be issued after task on Task Order is completed and Assessment certificate to be completed
- Task orders, Assessments and Completion Certificates will be used for work required
- All work will be issued via SAP Maintenance or as per Task order system.

## **3. Health and safety, the environment and quality assurance**

### **3.1 Health and safety risk management**

The Contractor shall comply with the health and safety requirements contained in Annexure SHE Specification 14RISK SRM – 084 to this Service Information.

- All The Employers health and safety procedures and regulations to be adhered to by the Contractor
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract

### **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

### **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 Lethabo Power Station. Arrangements are made with Safety Risk Management, by the Contractor.

The Employer's Safety Risk Manager visits and inspects the Contractor's workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

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
- Lethabo Contractor SHEQ Specifications 14RISK SRM - 084

## **Site Regulations and Procedures**

### **Site Regulations**

The latest revision Lethabo Power Station Site Regulations form part of this contract.

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

"Standard for health and safety at Lethabo Power Station - requirements to be met by Contractors".

### **Vehicle and driver safety**

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

#### **Speed Limit**

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

Transportation of passengers: open LDV's:

With effect from 31 May 2006 no Employer employee or Contractor would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the Employer and Contractor employees – therefore the following will be enforced:

### **The Employer's Life Saving Rules:**

Five Life Saving Rules have been developed that will apply to all the Employer's employees, agents, Consultants and Contractors.

- Rule 1: Open, Isolate, Test, Earth, Bond, And/Or Insulate before touch - that is any plant operating above 1 000 V.
- Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- Rule 3: Buckle up – no person may drive any vehicle for the Employer's business and/or on the Employer's premises: unless the driver and all passengers are wearing seat belts.

The Employer takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the Employer's Business and / or on the Employer's premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the Employer may result in the Employer terminating your obligation to perform work in terms of your contract with the Employer.

All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol.

- Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

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

### **First aid and fire fighting**

Adequate first aid and firefighting equipment to be provided by the Employer

All Contractor personnel must have First aid and firefighting training

Fire extinguishers to be provided by the Contractor

### **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. Firefighting 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.

### **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.

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.

## 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 – 14Risk IM PC-019

## 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.

## 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.

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

## 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:-

All waste from the project must be disposed in a sound environmental manner in accordance with Lethabo Power Station Waste Management Procedure . Oil spillages must be contained and cleaned as per Oil Spill Management procedure. The project must conform to the Employer's Environmental Legal and other Requirements and the project must conform to Lethabo Power Station ISO14001 Standard with reference to Lethabo Power Station's Environmental Management System Manual. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure and all environmental incidents must be reported to the Environmental Department on site.

### 3.3 Quality assurance requirements

The Service provider shall be required to demonstrate by means of a Contact Quality Plan that is so structured in accordance with ISO 10005. The document shall be reviewed for approval by Eskom - Lethabo Power station technical/relevant skilled personnel within 30 days after contract award.

The Service provider shall Utilise approved Quality inspection method in the aim of non-conforming output detection, i.e. QCP, PM's, CM's, Check sheets. Quality capturing of maintenance historical data for information accuracy and completeness on the documents i.e. PM/CM/QCP/Check sheet...

Work orders shall be controlled in accordance with resources availability to avoid a growing online backlog of work and documentation.

The Service provider shall respond to the documents below for evaluation purposes:

240-68099512 Form A	The tenderer must complete and sign this form to acknowledge and accept Eskom Supplier Quality Requirements as per QM 58 Specification and ISO 9001 Standard
Category 2- Quality Assessment Criteria	Stipulated documented information to be provided for evaluation purposes
QM 58_240-105658000	Supplier Quality Management Specifications, The intention is to specify and describe the minimum quality requirements for all existing and potential suppliers

## 4. Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

### 4.1 People

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

#### 4.1.1 Minimum requirements of people employed

- All staff required to perform the activities within the works information
- All relevant personnel names and titles must be specified to the Service Manager

- All Contractors personnel specified in this contract to be on site as per 2.3
- All new staff to be appointed in writing.
- Contract Staff are not allowed to work on any other contract.
- All new staff to do induction training
- All replacements of staff will be in the same discipline (like an artisan with an artisan with proof of qualifications)
- All new staff to be approved by Service Manager before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the Service Manager
- When changing personnel a new access to work form to be completed by the Contractor
- Only required specified approved amount of personnel to be allowed on site, pre-arrange with Service Manager
- Contractor to comply with the minimum leave requirements as per Occupational Health and Safety Act
- Contractor's leave to be planned and discussed with contract Manager before such permission will be allowed by Service Manager

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

Minimum qualifications requirements of people employed by the Contractor are as follows:

- Site Manager –Diploma with 5 years related experience
- Civil Technician with experience on structures – National Diploma in Civil Engineering + 3 years related experience
- Plumber - 2 years relevant experience as stipulated in this contract plus trade test
- Carpenter must have 2 years relevant experience as stipulated in this contract plus trade test
- Welder (as per required code for the activity) must have trade test and 3 years' experience
- Bricklayer / Builder 2 years relevant experience as stipulated in this contract plus trade test
- Semi-skilled must be able to speak, read, write and understand English and have a minimum of completed south African schooling education of grade 10 and has been trained
- to execute the scope of work as an semi-skilled
- Fitter must have 2 years relevant experience as stipulated in this contract plus trade test with red Seal
- Labours must have been trained to execute the scope of work

Note ;

- Company job description of must be agreed to by both parties
- All Contractor's personnel CV'S and proof of certified qualification to be handed in to Service Manager

#### 4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within contract data

#### 4.1.3 Procurement requirement

##### PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price 80%

BBBEE Status 20%

Designated commodity (Yes/No) No

## 4.2 Subcontracting

### 4.2.1 Preferred subcontractors

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

#### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

#### 4.2.3 Limitations on subcontracting

- Only 25% of scope can be sub contracted

#### 4.2.4 Attendance on subcontractors

N/A

### 4.3 Plant and Materials

#### 4.3.1 Specifications

- The Employer will have the first option to supply all spares, materials and consumables and if not able Service Manager will request the Contractor to supply all spares, materials and consumables as per the contract
- The Contractor is not allowed to use any materials or spares for private usage or on other Eskom sites.
- Where applicable:- All plant spares and materials to be inspected (Quality Checked) before installing at plant.
- All plant spares and materials to be inspected (Quality checked) before installing at plant.
- The Contractor must transport, Personnel, spares, tools, material and consumables as requested.
- Requests to be in writing the day before the material will be needed.
- Work and QC do be done according to the 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 "able, trained and be prepared" with the necessary PPE, equipment, tools, skills and authorised to handle any equipment, spares, tools and materials related to the scope

#### 4.3.2 Correction of defects

- All Correction within 90 days on the same plant the same work centre will be seen as re-work.
- Performance Improvement Report (PIR) / Non-conformance Report (NCR) will be issued on the reoccurrence of the re-work on second time of re-work
- All work done under a permit must be done in accordance with the Employer's Low Voltage Regulations as stipulated in the hand book on Plant Safety Regulations. This includes the barricading to cordon-off areas where the Contractor is working and safety signs indicating that men working overhead when doing maintenance and repairs to load / spreading beams. A copy of the hand book can be given to the Contractor on request
- Rework occurs when an Equipment or plant has to be worked on again within a given time frame of 0 to 90 days on the same Plant and by the same Work centre, and it will be on the Contractor own cost.
- All defected spares to be replaced with the permission of the Service Manager / supervisor.
- As per clause 42 in the NEC3 TSC.
- In case of rework caused due to the Contractor's negligence, all costs will be on the Contractor's account.
- The Contractor will do corrective and planned maintenance.
- Defected spares to be replaced with the permission from the Service Manager / Employer's Supervisor

#### 4.3.3 Contractor's procurement of Plant and Materials

The Employer will have the first option to supply all spares, materials and consumables and if not able Service Manager will request the Contractor to supply all spares, materials and consumables as per the contract  
The Contractor will supply its own consumables

#### 4.3.4 Tests and inspections before delivery

- Certified laboratories and test certificates to be handed in to Service Manager

#### 4.3.5 Plant & Materials provided “free issue” by the Employer

- All spares removed and returned to Lethabo premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective Services personnel
- All spares needed to be from stores must be collected by Contractor and taken to required plant
- All faulty routable items to be taken to stores with necessary documents

#### 4.3.6 Cataloguing requirements by the Contractor

N/A

### 5 Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the Contractor whilst he is doing work on the Affected Property.

#### 5.1 Employer's site entry and security control, permits, and site regulation

- Lifesaving rules to be adhered at all times
- 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 contraction regulations at all times

#### 5.2 People restrictions, hours of work, conduct and records

- Normal working hours is the Employer's working hours  
Monday to Thursday 07:00-16:15  
Friday s 07:00-12:00
- Contractor's working hours to be agreed upon.
- Other hours will be determine as per critical path activities during outages / breakdowns
- Overtime on a as and when required basis, but must be approved by the Service Manager
- Daily time sheets must be kept up to date of normal time and overtime worked at all Times.  
The Employer's Contractors time sheets to be used
- Overtime to be worked on an as and when required Basis when needed.
- All overtime worked must comply with the Employer's rest period requirements

- The Contractor must be available for any plant break downs during after hours, weekends and public holidays. The Contractor must be on site after 1 hour after a phone call is made

### 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.

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.

#### Waste Management

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

### **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, 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 waste water 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.

### **Ground Pollution**

- 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 Lethabo procedures

## **5.5 Cooperating with and obtaining acceptance of 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.

### **Planning**

Programmes are submitted in hard and electronic copy. The software package is MS Projects, Open Plan or equivalent, accepted by the Service Manager.

### **Monthly progress report**

A monthly progress report will be submitted to the Service Manager

### **Completion**

Completion certificate must be submitted on completion of each task order

### **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, which would have prevented the Employer from using the works.

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 and signed in at security and this form needs to be kept for use when items need to leave site
- 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.
- All lost equipment and tools to be declared to the Service Manager and full details of incident

## **5.7 Equipment provided by the Employer**

- Rigging equipment
- Scaffolding
- Crane / Forklift / TLB
- The Employer will have the first option to supply all the above mentioned for the core crew activities
- 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 by the Employer 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.

## **5.8 Site services and facilities**

### **5.8.1 Provided by the Employer**

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 is 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 all 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 or Internet usage is 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 Contractor work space

The Employer will supply site and the site to be maintained by the Contractor at all times

### **5.8.2 Provided by the Contractor**

- Contractor to provide and insure safe transportation services for all his Contractors and it must comply to 32-93 and 33-345 procedures.
- 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 accommodation and meals for his / her employees and costs for this to be included in the contract price.
- Contractor to supply home work home transport for all employees
- All PPE to be provided by Contractor.
- Provide SABS approved Safety harnesses as per the Employer's Safety Requirements.
- 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 Insulated tools to enable to the Contractor perform work according to the scope of work
- Contractor to provide own fire extinguishers for their facilities and vehicles.

- Contractor will provide a detailed method statement with regard to the scope of work will on how the Civil maintenance and how structural inspection and repairs will be done
- Contractor to submit valid police clearance certificates for all Contractor's personnel.
- Minimum safety requirements for access is HIRA training

For the Method Statement the Contractor will:

- a) Supply a letter of undertaking that the Contractor does have the correct tools and equipment to perform the activity, Contractor also to provide a list of tools and equipment that is registered on the Company's register.
- b) 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. All debris to be removed from the plant after performing task and Contractor to maintain good housekeeping at all time

#### 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 Lethabo 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 Eskom 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.

#### Standby personnel

The Contractor supplies the Service Manager with a standby roster of standby personnel.

#### 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 time when entering or working on plant
- 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 Employer's Manager 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's 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.

- 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.
- No welding will be allowed on site unless permission is granted in writing by the Service Manager.
- The Employer's 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 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.

## 5.11 Tests and inspections

### 5.11.1 Description of tests and inspections

Do inspections as per Scheduled Work Order and report al defects to the Employer's and Employer's Supervisor

### 5.11.2 Materials facilities and samples for tests and inspections

Sampling to according to correct standards and as per scope of work

## 6 List of drawings

### 6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title

## Site procedure

### 7.1 Permit to Work System

NO work shall be carried out without a "PERMIT TO WORK"

The Contractor's Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Lethabo Power Station, Eskom OPR 3305.

A Master Permit to Work is used on declared major outages, details can be found in local procedure LBA 00085. Permit changes are made during the dead time, if it is required by the Contractor that a certain supply be made available or plant tested than this can be applied for at the Outage Management Meeting at least 1 day in advance.

Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any Contractor employee found tampering with such plant will be permanently removed from Site.

### 7.2 Safety Induction Course

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

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

### 7.3 IBI Awareness Techniques

"To prevent incidents and ensure continuous improvement of Lethabo Power Stations business performance in all areas affecting safety, reliability and production, it is expected of all CONTRACTORS service personnel, to attend a three(3) hour training session on Integrated Business Improvement Awareness, which has to be done as soon as work has commenced;

This is to ensure familiarization and use of error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self-checks (STAR principle), Job observations, Effective communications e.g.3-way, Questioning attitude, Procedural adherence, Hand overs and other related topics.

A monthly IBI scorecard to be completed indicating the use of error prevention tools/ techniques;

The assigned employee fulfilling the role of IBI representative has to attend the IBI representative's forum fortnightly, on Tuesdays, duration one hour.

An IBI representative appointed by the Contractor/Supplier/Consultant to attend the IBI Representative Forum One (1) hour every Tuesday (fortnightly).

IBI Awareness training will be provided by Lethabo Power Station personnel, free of charge, course bookings can be arranged by contacting Rabie Heymans on extension 5040.

### 7.4 Transportation of passengers: open LDV's

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

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

All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported. NO passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.

- Tools and equipment must be properly secured.
- Only authorized drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to on site and off site transportation of passengers.

## 7.5 Eskom Life Saving Rules

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

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

Key points

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

Always remember:

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

## 7.6 Local Safety Procedures

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

## 7.7 Incidents / Accidents

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

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

### **7.8 Fire Prevention**

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

### **7.9 Protective Equipment and Clothing**

The Contractor supplies his own personal protective equipment necessary to carry out the works and the Contractor shall ensure that all overalls for his staff have clearly identifying company LOGO's.

The Contractor is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures..

### **7.10 Inspection of Equipment**

The Contractor's equipment is inspected by an authorised Eskom employee on arrival at the site.

The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.

Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the Employer at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.

Training of operators must comply with the Works Information and statutory requirements.

### **7.11 Documentation**

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

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

## 8. Appendix A

(Below an example of X17.1 for Service Manager to compile)

X17 LOW SERVICE DAMAGES				
ITEM	DESCRIPTION OF TASK	QUALITY OF PERFORMANCE	REASON FOR DAMAGES	DAMAGES TO BE IMPLEMENTED
Tools	Not having required tools	Quality of work done not up to standard	Work cannot be done in required time	After second incident 2% of task order
Rework	Redo work	<b>wasting of manpower and material</b>	Zero rework	After 2 rework 2% of task order
Transport	Arriving late not enough transport	Will not be able to keep to work program	Low work out put	<b>After 2 incident 2% of task order</b>
Skills	Cannot do work correctly	Not correct skills for related job	Rework	After 2 incident 2% of task order
Safety	All tasks	Working unsafely	Not adhering to safety	Put off site till safety is up to standard
PSR and HV authorisations	Whenever Authorisations expires and not renewed in time	Authorisations expires and not renewed	Authorisations expires	10% of Manager's monthly fixed cost of
Late arrival to work /reporting late for duty / (Start time is 7am)	When arriving after 7am, but before 8am without valid excuse.	Per Individual per Incident	Late arrival to work	1% of monthly fixed cost per relevant Individual rates
Late arrival to work / reporting late for duty / (Start time is 7am)	When arriving after 8am without valid excuse.	Per Individual per Incident	Authorisations expires	2% of monthly fixed cost per relevant Individual rates
Leave site before 16H15	Leaving site before 16H15 without permission from <i>Service Manager</i> in writing	Per Individual per Incident	Leaving site early	1% of monthly fixed cost per relevant Individual rates