



NEC3 Term Service Contract (TSC3)

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

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

for **Provision for Workshop Services including
Refurbishment of Components at Kusile Power
Station**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Provision for Workshop Services including Refurbishment of Components at Kusile 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	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

**for the
Employer**

(Insert name and address of organisation)

Name & signature of witness _____ Date _____

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

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

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

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

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

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name): Address	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 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name): Address Tel Cell e-mail	[•] Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank 1030 [•] [•] [•]
11.2(2)	The Affected Property is	Kusile Power Station (MAS Workshop)
11.2(13)	The <i>service</i> is	Workshop Services including

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

Refurbishment of Components

11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Community unrest due to the following: <ul style="list-style-type: none"> ➢ Not subcontracting locals ➢ Not hiring locals ➢ Not subcontracting local transport • Valid qualifications of key personnel • Employee clear criminal records • Additional scope
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents to which it refers.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	10 working days
3	Time	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is	60 months
4	Testing and defects	As per NEC3 TSC Core clause 4
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 days of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	60 days from receipt of tax invoice as per Eskom payment terms
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the South African Reserve Bank (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
6	Compensation events	As per NEC3 TSC Core clause 6
7	Use of Equipment Plant and Materials	As per NEC3 TSC Core clause 7
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> 1. None 2.

		3.															
9	Termination	As per NEC3 TSC Core clause 9															
10	Data for main Option clause																
A	Priced contract with price list																
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.															
11	Data for Option W1																
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).															
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.															
W1.4(2)	The <i>tribunal</i> is:	Arbitration															
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.															
	The place where arbitration is to be held is	Republic of South Africa															
	The person or organisation who will choose an arbitrator																
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.															
	- if the arbitration procedure does not state who selects an arbitrator, is																
12	Data for secondary Option clauses																
X1	Price adjustment for inflation																
X1.1	The <i>base date</i> for indices is	One-month prior tender closing date. Prices are fixed for the first 12 months and CPA will apply from month 13.															
	The proportions used to calculate the Price Adjustment Factor are:																
		<table border="1"> <thead> <tr> <th>Proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> </tbody> </table>	Proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]
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	0.15	non-adjustable
	1.00	

X2 Changes in the law As per Secondary Option X2 of the NEC3 TSC.

X17 Low service damages

X17.1 The service level table

Contractor's output	Damages
Noncompliance to works management, P1, P2 and P3	1% of the monthly assessment for noncompliance to works management
Refurbishment items should be completed within 10 working days after all spares required are submitted	1% of the value of that item from day 11 until the work is completed
Rework due to poor workmanship	The Contractor will be responsible for the cost of labour and spares

X18 Limitation of liability

X18.1 The Contractor's liability to the Employer for indirect or consequential loss is limited to **R0.0 (zero Rand)**

X18.2 For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to **the amount of the deductibles relevant to the event**

X18.3 The Contractor's liability for Defects due to his design of an item of Equipment is limited to **The greater of**

- the total of the Prices at the Contract Date and
- the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles

X18.4 The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to **the total of the Prices other than for the additional excluded matters.**

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

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

- Defects due to his design, plan and specification,
- Defects due to manufacture and fabrication outside the Affected Property,
- loss of or damage to property (other than the Employer's property, Plant and Materials),
- death of or injury to a person and

		<ul style="list-style-type: none"> • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order for repairs and refurbishment
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

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

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to	The replacement cost where not covered by the

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

- 86
- 86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.
- Parallel Measurements** means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
- Safe Levels** means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- Standard** means the *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing,

Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the Contractor

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the price list

ITEM NO	DESCRIPTION	UNIT	NO OFF.	QTY	RATE	AMOUNT
	ITEM 1					
1	PRELIMINARIES AND GENERAL					
1.1	Fixed	Once Off	1	1		
1.1.1	Site Establishment for: Delivery of 12m x 3m	Once Off	1	1		
1.1.2	Site Establishment for: Delivery of 9m x 3m Canteen; 9m x 3m Storage & 9m x 3m Ablution	Once Off	2	1		
1.1.3	Site Establishment for: Delivery of Mobile workshop (12m x 3m x 2.69m	Once Off	1	1		
1.1.4	PPE	Once/Year	40	5		
1.1.5	Welding PPE	Once/Year	4	5		
1.1.6	Safety file	Once Off	1	1		
1.1.7	Medicals - Entry	Once/Year	20	5		
1.1.8	Medicals - Exit	Once Off	20	1		
1.1.9	Security Clearance certification	Once Off	20	5		
1.1.10	Site Office Container (1 No Insulated, with Air-Con): 12m x 3m x 2.69m (Once Off Purchase)	Once Off	1	1		
1.1.11	Site Storage Container: (1 No) 9m x 3m	Once Off	1	1		
1.1.12	Site Kitchen Container: (1 No) 9m x 3m	Once Off	1	1		
1.1.13	Mobile workshop (12m x 3m x 2.69m (Once off purchase including mechanical safe load Design by Pr. Mech Eng.)	Once Off	2	1		
1.1.14	Ablution Unit (1 No Serviced weekly) 9m x 3m	Once Off	1	1		
1.1.15	Site Bakkie 4 x 4 Double Cab (2 No)	Once Off	2	1		
1.1.16	Travelling (1 No Kombi 22-Seater)	Once Off	1	1		
1.2 A	Time Related					
1.2.1	Site Establishment for: Delivery for Equipment	Trip	1	12		
1.2.2	Site Establishment for: Delivery for Tools	Trip	1	4		
	ITEM 2					
2	RESOURCES					
2.1	NORMAL HOURS					
2.1.1	Site Manager (Min 5 Years of Experience)	Hours	1	10800		
2.1.2	Supervisor (Min 5 Year of Experience)	Hours	1	10800		
2.1.3	Planner (Min 5 Years of Experience)	Hours	1	10800		
2.1.4	Site Clerk (Min 5 Year of Experience)	Hours	1	10800		
2.1.5	QC Inspector (Min 5 Year of Experience)	Hours	1	10800		
2.1.6	Safety Officer (Min 5Years of Experience)	Hours	1	10800		
2.1.7	Mechanical Fitters (Min 5 Years of Experience)	Hours	2	10800		
2.1.8	Boilermakers (Min 5 Years of Experience)	Hours	2	10800		
2.1.9	Storeman (Min 5 Years of Experience)	Hours	2	10800		
2.1.10	Machinist Turners (Min 5 Years of Experience)	Hours	2	10800		
2.1.12	Welders (Min 5 Years of Experience)	Hours	2	10800		
2.1.11	Semi-Skilled Workers (Min 5 Years of Experience)	Hours	2	10800		
2.1.13	Rigger (Min 5 Years of Experience)	Period	2	10800		
2.1.14	Driver/Operators (Crane/Forklift/Truck/Cherry picker) (Min 5 Years of Experience)	Hours	2	10800		
2.2	OVERTIME (WEEKDAYS & SATURDAYS) - x1.5					

2.21	Supervisors (Min 5 Years of Experience)	Hours	1	1200		
2.22	QC Inspectors (Min 5 Years of Experience)	Hours	1	1200		
2.23	Safety Officer (Min 5 Years of Experience)	Hours	1	1200		
2.24	Mechanical Fitters (Min 5 Years of Experience)	Hours	2	1200		
2.25	Boilermakers (Min 5 Years of Experience)	Hours	2	1200		
2.26	Storeman (Min 5 Years of Experience)	Hours	2	1200		
2.27	Machinist Turners (Min 5 Years of Experience)	Hours	2	1200		
2.28	Semi-Skilled Workers (Min 5 Years of Experience)	Hours	2	1200		
2.28	Semi-Skilled Workers (Min 5 Years of Experience)	Hours	2	1200		
2.30	Rigger (Min 5 Years of Experience)	Period	2	1200		
2.31	Driver/Operator (Crane/Forklift/Truck/Cherry picker) (Min 5 Years of Experience)	Hours	2	1200		
2.3	OVERTIME SUNDAYS & PUBLIC HOLIDAYS - x2					
2.3.1	Supervisors (Min 5 Years of Experience)	Hours	1	1200		
2.3.2	QC Inspectors (Min 5 Years of Experience)	Hours	1	1200		
2.3.3	Safety Officer (Min 5 Years of Experience)	Hours	1	1200		
2.3.4	Mechanical Fitters (Min 5 Years of Experience)	Hours	2	1200		
2.3.5	Boilermakers (Min 5 Years of Experience)	Hours	2	1200		
2.3.6	Storeman (Min 5 Years of Experience)	Hours	2	1200		
2.3.7	Machinist Turners (Min 5 Years of Experience)	Hours	2	1200		
2.3.9	Welder (Min 5 Years of Experience)	Hours	2	600		
2.3.8	Semi-Skilled Workers (Min 5 Years of Experience)	Hours	2	1200		
2.3.10	Rigger (Min 5 Years of Experience)	Period	2	1200		
2.3.11	Driver/Operator (Crane/Forklift/Truck/Cherry picker) (Min 5 Years of Experience)	Hours	2	1200		
2.4	STANDBY					
2.4.1	Supervisors (Min 5 Years of Experience)	Period	1	120		
2.4.2	Mechanical Fitters (Min 5 Years of Experience)	Period	1	120		
2.4.3	Boilermakers (Min 5 Years of Experience)	Period	1	240		
2.4.4	Semi-Skilled Workers (Min 5 Years of Experience)	Period	1	240		
2.4.5	Rigger (Min 5 Years of Experience)	Period	1	240		
2.4.6	Driver/Operator (Crane/Forklift/Truck/Cherry picker) (Min 5 Years of Experience)	Period	1	240		
	ITEM 3					
3	TOOLS AND EQUIPMENTS					
3.1	MACHINE SERVICES EQUIPMENT					
3.1.1	Milling Machine 1 Mt -Swing up to 1500mm, effective height 1m, Vertical Boring Mill	Once Off	2	1		
3.1.2	Lathe Machine 2 Mt - Diameter over bed (Max), 500mm, Diameter over cross slide (Max), 270mm, Diameter in gap (max), 700mm, Length between centres (Max), 1500mm, Diameter of hole through spindle, 52mm, Spindle nose fitting, STN ISO 702/III - B6, Spindle speed range, 22.4 - 20	Once Off	2	1		
3.1.3	Heavy Duty Drilling Machine 80 MM - Grinding/ Contact Wheel Size (mm) 300 x 50 x 32, Motor power continuous (hp) 3 Spindle speed (rpm) 1400 or 2800 Weight (kg) 90 / 140, Power supply 380/3/50	Once Off	4	1		
3.1.4	Vertical Boring Machine 300-400 MM	Once Off	1	1		
3.1.5	Horizontal Boring Machine 300-400 MM	Once Off	1	1		
3.2	REFURBISHMENT SERVICES EQUIPMENT					
3.2.1	Worktop Tables - 1x3m, steel, welding and fabrication spec	Once Off	4	1		
3.2.2	Bench with vice: Jaw width 150mm, Opening 175mm, 6" IN (150 MM) Cast Iron Swivel Base Bench Vice. 2,5 Mt by 12 Mt (L *B)	Once Off	4	1		
3.2.3	Valve Pressure Testing Machine	Once Off	1	1		
3.3	FABRICATION SERVICES EQUIPMENT					

3.3.1	Plate Bending Machine 10-12 MM -Adira QHD 20040 / Davi MCB 3037	Once Off	4	1		
3.3.2	MIG Welding Machine Mig-Mag CO2 weld with wire	Once Off	4	1		
3.3.3	Heavy Duty Grinding Machine -Collet size 6 & 3mm, Speed 20000rpm, Air press 630kPa, Motor power 0.9 HP, Air hose 10mm	Once Off	6	1		
3.3.4	Mechanical Heavy Duty Tools: up to 70mm drill. Radial Arm	Once Off	4	1		
3.3.5	Handheld Plasma Cutting Machine up to 16mm plate effective bed 1500mm x 2500mm.	Once Off	1	1		
3.4	<u>TOOLS</u>					
3.4.1	Lathe Tool Holders	Once Off	16	5		
3.4.2	Boring Bars	Once Off	16	5		
3.4.3	Threading Kits	Once Off	16	5		
3.4.4	Clamping Kits	Once Off	16	5		
3.4.5	Rose Cutters	Once Off	16	5		
3.4.6	Centre Finders	Once Off	16	5		
3.4.7	Edge Finders	Once Off	16	5		
	ITEM 4					
4	<u>CONSUMABLES</u>					
4.1.1	Coolant	Yearly	2	60		
4.1.2	Thread cutting oils	Yearly	3	60		
4.1.3	Rags	Yearly	5	60		
4.1.4	Inserts for all Machines (Threading Cutting, Boring, Machining, Finishing) etc	Yearly	3	60		
Total Amount (Exc Vat)						

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's Service Information</i>	
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C3.1: EMPLOYER’S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Kusile Power Station Management has decided to outsource the Management of the MAS Workshop and Refurbishment of both mechanical and electrical equipment services to a suitably qualified, experienced and well-established Contractor.

1.2 Employer's requirements for the service

- a) The Contract between Eskom Kusile Power Station and the Contractor will be for a duration of 60 months.
- b) The Contractor shall ensure that the day-to-day operation of the MAS workshop is maintained.
- c) The contractor will be responsible for installation of free issued workshop machinery for the setup of the Kusile MAS Workshop
- d) The contractor will be responsible for ensuring that the workshop areas meet all regulations applicable and inform the employer of all improvements required.
- e) The contractor will be responsible for the upkeep of the workshops in an acceptable state through excellent housekeeping and process materials management.
- f) The Contractor will be responsible for all the machining activities in the workshop e.g., machining of valve revolving nuts, machining of shafts, chasing of threads on bolts, nuts and studs using the centre lathe and the CNC machines.
- g) The Contractor will be responsible for the safe operation of equipment in the platers' workshop e.g., using the guillotine, grinders or cutting torches.
- h) The Contractor will be responsible for drilling and boring of parts using the pedestal drilling machines and milling machines.
- i) The Contractor will be responsible for the issuing and maintaining of the hand tools store and lifting tackles/hardware store. The storeman shall be a competent Lifting Tackle Inspector (LTI) to ensure that all lifting tackles are safe for use before issuing. The storeman should also be able to inspect the powered hand tools before issuing and upon return to ensure that they are safe for use.
- j) The Contractor will be responsible for the issuing of materials and consumables for the machine shop and the plater shop.
- k) The Contractor shall be responsible for maintaining the workshop floor areas and ensure components are properly demarcated to demonstrate which items are awaiting spares, which items are being scrapped, which items are waiting for collection for repairs or to plant, etc.
- l) Support with station-wide mobile crane operations and rigging activities on Kusile Power Station.
- m) The Contractor will be responsible to request repair/refurbishment SOW for any item given to the workshop for repairs within 48 hrs of receiving the items.
- n) Upon stripping of the components in the workshop for refurbishment the Contractor will be responsible to communicate with the Employer Representative the spares list required to refurbish the components.
- o) The Contractor Site Manager and Supervisor will be responsible daily to update the Employer Representatives on the status of the items in the workshop for refurbishment.
- p) The Contractor will be responsible for the refurbishment and overhauling of any Power Station related components ranging from Mechanical, Electrical, and structural items.
- q) The Contractor will be responsible to transport off site big components which cannot be repaired on site with the available workshop machinery to their offsite workshop for repairs.
- r) The workshop refurbishment work will include but not limited to the following components. The Contractor will also be responsible to develop repair/refurbishment QCP for any works conducted in the workshop:

1. **Pumps** – Centrifugal Pumps, Multistage Stage Pumps, Screw Pumps, Piston Pumps. Pressure Tests will be required on some of the pumps after overhauling, Strip the pump to assess the damage, replace damaged/worn out parts and replace mechanical seals on pumps

2. **Valves** – e.g., Butterfly valves, Gate, Knife, Slide, Globe valves. Pressure Tests will be required on PSV's and PRV's of the valves after overhauling. Strip the valve to assess the damage, Lap the valve and blue check, Source Weld satellite seat and machine and remove worn out parts, install or weld new parts
3. **Dome valves** - Strip the dome valves to assess the damage and replace damaged seals
4. **Gearboxes** - Strip the gearbox to assess the damage. Replace damaged parts e.g., Drive shafts, bearings, seals, gears etc.
5. **Fans, excluding the PA, ID and FD fans** - Strip the fan to assess the damage. Replace damaged parts e.g., Drive shafts, bearings, seals, impeller etc.
6. **Aluminium bellows** - Assess the damage, Prepare the bellow for repairs, and repair the bellow
7. **Hydraulic Cylinders across Kusile** - Assess damage to the cylinders, if need be, for Mill Hydraulic cylinders transport off site to for repairs and return to site. (Employer to provide the C&I Probes required for Mill Hydraulic Cylinders refurbishment)
8. **Milling plant Roller assemblies** - Remove grinding elements, Strip the tyre to assess damage, replace all damaged parts e.g., Bearings, wear plates, bolts, nuts and washers, etc. and install new grinding elements supplied by the Employer
9. **Mill Reject Box Slide gates (Top and Bottom Gates)** - Strip the slide gate to assess damage and Refurbish slide gates to its original state
10. Cleaning of fuel oil burner lances and testing thereof on the test rig
11. **Electrical Equipment** (Electric motors range from 0.09 KW to 200 KW, Geared motors 1.1 KW, Electric Actuators 380V, Heater elements, Module- positioner board VDC, Ultrasonic flow metre, HCB/C channel blower fan, Centrifugal pumps, Motor breaker 3 KW, etc)

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CNC	Computerised Numerical Control Machine
FD	Forced Draught
ID	Induced Draught
ISO	International Organisation for Standardization
JD	Job Description
KPI	Key Performance Indicators
LTI	Lifting Tackle Inspector
MAS	Maintenance Ancillary Services
NEC	New Engineering Contracts
PA	Primary Air
PRV	Pressure Relief Valve
PSV	Pressure Safety Valve

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER _____
PROVISION FOR WORKSHOP SERVICES INCLUDING REFURBISHMENT OF COMPONENTS

SOW	Scope of work
TSC	Term Services Contract

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

The Contractor is required to develop a plan in accordance with the Task order/work order broad outline of the service. The Contractor is required to develop and submit the plan within any other period agreed by Parties. The plan will be for either repairs or refurbishment of equipment. The plan must be updated daily to show milestones completed.

2.2 Management meetings

Regular meetings of a general nature may be convened as follows:

Title and purpose	Approximate interval	Location	Attendance by:
Risk register and compensation events	As and when required	Kusile Power Station/ virtual	Service Manager, Contractor
Overall contract progress and feedback	Monthly	Kusile Power Station/ virtual	Service Manager, Contractor
Safety meeting	Monthly	Kusile Power Station/ virtual	Contractor
Prioritisation and plant focus	Daily (Monday-Friday)	Kusile Power Station/ virtual	Contractor, Employer
Lockdown	Weekly	Kusile Power Station/ virtual	Contractor, Employer
Toolbox talk	Daily	Kusile Power Station/ virtual	Contractor

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

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

2.3 Contractor’s management, supervision and key people

Contractor shall submit organogram showing his people and their lines of authority / communication. The Contractor is required to have the following skilled staff available daily in the workshop:

- a) **Workshop Manager (Site Manager) x 1** – To manage day to day operations of the workshop by effectively managing the human and finance resources
- b) **Workshop Supervisor x 1** – Supervise the team of fitters, turners/machinists, milling machine operator and workshop assistants. The supervisor must be technically inclined to resolve technical problems that the artisans are failing to solve. The supervisor will be responsible for compiling work instructions and QCP’s for all activities/tasks/jobs carried out.
- c) **Clerk x 1** – Clerk will be responsible for the administrative work for the contract as well as the timesheets.
- d) **Planner x 1** – Planner will be responsible for the control/planning/opening of job cards/jobs that are brought to the workshop, managing spares, and ensuring availability of spares and equipment’s
- e) **QC Inspectors (Level 2 Inspector Certification) x 1** – To be responsible for Quality Control and Assurance

- f) **Safety Officer x 1** – To effectively manage the SHEQ Requirement and ensure Site Compliance to Eskom SHEQ Processes
- g) **Mechanical Fitters x 2** – Mechanical fitter must have experience in valve lapping other than being able to overhaul the components mentioned above. They may also be required to perform some work in the plant if the need arises
- h) **Boilermakers x 2** – Boilermakers may also be required to perform some work in the plant if the need arises
- i) **Storeman x 2** – One of the storemen should be a registered lifting tackle inspector.
- j) **Machinist and Turners x 2** - Machinist must be trained in CNC machines and must have the ability to use CNC machines if the need arises.
- k) **Semi-Skilled workers x 2** – Semi-skilled workers must have a Mechanical background
- l) **Rigger x 2**
- m) **Operator x 2** – An operator is required for operating of mobile cranes, overhead cranes, forklifts (up to 27 tons), cherry picker, scissor lifts and electrical hoists

2.4 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself

Documents created by consultants or contractors are Eskom's intellectual property. The following must be adhered to when creating documents:

- Compile the document using the latest authorised revision of the applicable template. Ensure that the document content is technically accurate, with integrity and pertinent to the subject matter,
- The document must be registered and stored at Eskom document centre
- All *Contractors* documents used for providing services, including operating and maintenance manuals, drawings, software, must be handed over to the *Service Manager*/ Eskom document centre at the end of the contract
- Eskom shall have access to the *Contractors* documents from the start of the contract, hardcopy, electronic format and required software.

2.5 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

INVOICESESKOMLOCAL@ESKOM.CO.ZA.

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- The Purchase order number.
- The service entry number.
- The GR number provided by the *Service Manager*.

2.6 Records of Defined Cost to be kept by the Contractor

The *Contractor* shall keep all records of Define Cost for the purpose of the compensation event management. The records shall be retained by the *Contractor* and made available for the *Employer* as and when required.

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

2.7.1 Equipment

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

2.7.2 Information and other things

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

2.8 Management of work done by Task Order

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

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

General

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

Fire Precautions

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

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/before end of shift of any incidents and any damage to property. The preliminary incident report must be produced within 24 hours by the *Contractor*.
- NOTE! This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

Barricading

The *Contractor* will provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger.

Speed Limit

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

Safety

- The *Contractor* complies with the Occupational Health and Safety Act, 1993, (the Act) and all Safety procedures issued by the *Employer*. The *Contractor* must furthermore comply with the *Employer's* Safety, health and Environmental requirements for *Contractors*, 240-73416879, which is available from the Kusile Documentation Centre.
- The *Contractor* will carry out work according to Procedure GGR 0992 (Plant Safety Regulations).
- The *Employer* will provide the Plant Safety Regulation training to the *Contractor* if required.
- The *Contractor* provides all personal safety equipment, including safety belts and harnesses.
- The *Contractor* will appoint a full-time safety officer for the entire duration of the contract if required as per Occupational Health and Safety Act, 1993 for number of employees.
- The *Contractor* will not be allowed to transport any of its workers in open vehicles to and from site as prescribed in the Eskom safety policy.
- The *Contractor* should provide the following documents:
 - Baseline SHE risk assessment as per the scope of work
 - H&S costing for the scope of work
 - Proof of SHE competency
 - Acknowledgement of Eskom's rules and requirements
 - Health and Safety plan as per the scope of work
 - Valid letter of good standing
 - Medical fitness certificates or medical surveillance programme
 - SHE policy

Refer to the Kusile Power Station OHS Specification for Provision for MAS Workshop Services Including Refurbishment of Equipment and Components Document Identifier KUS-20250347 Rev 1

3.2 Environmental constraints and management

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

Refer to the Environmental specification of Kusile Power Station Environmental Requirements for Contractors and Suppliers Document Identifier: 240-106963417

3.3 Quality assurance requirements

It is important for all Eskom contractors to meet the minimum requirements of ISO 9001 Quality Management System to maintain high standards of products or services rendered to Eskom.

It is therefore important that the contractor demonstrate commitment to the development, implementation and maintenance of its Quality Management System that complies with the ISO 9001:2015 requirements.

This work falls under Category 2 of the Quality Requirements. The supplier is therefore required to submit the following documents and evidence:

SECTION A: Quality Management System Requirements ISO 9001

(Option 1) Valid certification of Quality Management System by an ISO accredited body

OR

(Option 2) Objective evidence of documented QMS that is not certified but complies with ISO 9001:

A.1 QMS Manual or a document that defines and describes the QMS and its scope.

A.2 Quality Policy Approved by top management.

A.3 Quality Objectives Approved by top management.

A.4 Control of documented information (i.e. document and record control)

A.5 Documented information for Control of nonconforming outputs

A.6 Documented information for Nonconformity and Corrective action

A.7 Documented information for Internal audit

SECTION B: Evidence of QMS in operation

B.1 Documented information for defined roles, responsibilities and authorities.

B.2 Documented information for Control of Externally Provided Processes, Products and Services

B.3 Latest copy of an internal management system audit report

B.5 Records of Management Review meetings (minutes, attendance registers etc.)

SECTION C: Contract Quality Plan Requirements

Draft Contract Quality Plan specific to the scope of work

SECTION D: Quality Control Plan Requirements

QCP /Checklist/ ITP (Quality Control Plans) as per Scope of Works

SECTION E:

E.1 Completed and Signed Form A

4 Procurement

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4.1 People

4.1.1 Minimum requirements of people employed

Technical staff	Qualifications	Experience
Workshop Manager (Site Manager) x 1	National N6/ National Diploma in Mechanical Engineering	Minimum 1 year experience Managerial experience
Workshop Supervisor x 1	Minimum N6 Engineering/ Mech Diploma Qualifications	Minimum. 2 years Managerial experience
Clerk x 1	N4 + Administration qualification	Proven relevant experience 1+ to 2 yrs
Planner x 1	NQF5 Planner Qualification – Trade Test, Accredited Planner Training	Proven relevant experience of 1+ to 2 years
QC Inspectors (Level 2 Inspector Certification) x 1	Level 2 Inspector Certification	Proven relevant experience 1+ to 2 yrs
Safety Officer x 1	SAQA safety certificate with NQF level 4 Qualifications as proof and registration with safety body SACPCMP	SHE officer to have Environment background. Proven relevant experience of 1+ to 2 years
Mechanical Fitters x 3	Minimum N3 Mechanical Engineering Qualifications plus Trade Test	Mechanical Fitters with experience on high pressure valves, Gearbox Maintenance, Refurbishment of MPS265 or vertical spindle Mills with adequate track record and minimum 2 years' experience (excluding Trade Test practical)
Boilermakers x 2	Minimum N3 Mechanical Engineering Qualifications plus Trade Test	Minimum 1 year experience
Storeman x 2	Grade 12 with storage control & Computer Literacy	Minimum of 1 year Experience in workshop/ (issuing and recording of tool and returns) Managing the in, out, damage recording and recoding
Machinist x Turners x 2	Minimum N3 Mechanical Engineering Qualifications plus Trade Test	Machinist with 3-5 years machining experience, including CNC machines
Rigger x 2	Minimum N3 Mechanical Engineering Qualifications plus Trade Test	Proven relevant experience of 1+ to 2 years
Operator/Forklift Driver or Truck Driver x 1	Minimum Grade 10 plus machine operating certificates or license	Proven relevant experience of 1+ to 2 years

4.1.2 BBBEE and preferencing scheme

Eskom intends to do business with supplier that are B-BBEE level 1-4 compliant, therefore the SANS accredited B-BBEE certificate or affidavit from CIPC/DTI certified by commissioner of oath are returnable.

The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

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

4.1.3 Supplier Development and Localisation (SD&L)

1 Skills Development Requirement

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa. The *Contractor* will be required to train number of learners for the duration of the contract,

Tenderers are required to propose against the following training initiatives:

Skill type	Eskom Target	Tenders' proposal
Boiler makers	5	
Mechanical Fitters	5	
Riggers	5	

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

2 SDL&I Penalty

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

3 Reporting and Monitoring

- The *Contractor* shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the *Contractor* in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the *Contractor* have not met their SDL&I obligations, the *Contractor* shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the *Contractor* and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the *Contractor's* progress in delivering on their stated SDL&I commitments.

4.2 Subcontracting

4.2.1 Preferred subcontractors

The *Contractor* may not use a subcontractor unless a written request is made to the *Employer* and approval is given. All terms and conditions applicable to the *Contractor*, will also apply to the approved subcontractors

e.g. legal requirements, appointments, authorisations, safety, quality and therefore all relevant documentation must be submitted for the Employer to consider the Subcontractor for approval.

Sub-contracting agreement between _____ need to be maintained for the duration of the main contract.

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

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

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Below documentation need to be maintained for the duration of the contract

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

4.2.3 Limitations on subcontracting

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

- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or township.

A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

4.2.4 Corporate Social Responsibility (CSR)

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

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

The Contractor is required to support Eskom CSR project financially with 5% of the total contract value.

4.3 Plant and Materials

4.3.1 Specifications

Plant and materials provided by the Contractor and the maintenance thereof will be the responsibility of the Contractor.

4.3.2 Contractor's procurement of Plant and Materials

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

4.3.3 Tests and inspections before delivery

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

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

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

5 Working on the Affected Property

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

5.1.1 Contractor Criminal Checks

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

5.1.2 Site Entry

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

1. The *Contractors* Safety file is to be approved by the *Employer's* Safety department.
2. Site-specific induction is to be done by all personnel.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Hours of work

- All work will be coordinated by the *Employer*. Working times can be subject to change, the *Employer* will inform The *Contractor* well in advance.
- The Contractor will align his operating shifts to that of the Employer's shift cycle.
 1. Normal working hours is:
 - a. Monday to Thursday **07:00 - 16:15**
 - b. Friday **07:00 – 12:00**
 - c. Saturday, Sunday & Public holidays **Overtime**
 2. All Timesheets are to be kept for records purposes i.e. man-hours worked safely etc.

3. Overtime to be approved by the Service Manager
4. Daily time sheet must always be kept up to date of normal and overtime worked.
5. All overtime worked must comply with Eskom rest period requirements

5.3 Health and safety facilities on the Affected Property

There is a medical station on site and a fire and rescue service for assistance with serious incidents and treatment of all serious injuries during normal working hours. Emergency services are available during normal working hours by dialling this phone number 078 100 5614/ 014 762 2555 (fire and rescue) and also available after hours or else contacting the Electrical Operating Desk (EOD) at 014 762 6491. However, the *Contractor* is expected to handle all minor incidents in-house by providing a first aider and a first aid kit. The *Contractor* must familiarise themselves with the emergency procedure which will be provided by the *Employer*.

5.4 Environmental controls

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

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

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

5.5 Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area where others are performing work or activities. Interfacing may be required with the *Contractors*. Refer to clause 25 of NEC TS3

5.6 Records of Contractor's Equipment

1. The *Contractor* to declare all equipment and tools via a pre-set-up list at the main entrance, where removal permit will be issued by Security personnel.
2. The *Contractor* needs to have a list of inventories of their equipment on site.
3. Proof of site entrance needs to be provided before equipment can be removed from site.
4. The *Contractor* shall ensure that there is a process in place to manage his equipment and tools. The statutory inspections and testing shall be done according to the requirements of the law.

The equipment shall be inspected as per the requirements by the law. The small equipment and tools that are used daily by the cleaners shall be marked with unique codes and signed in and out by the employee using them

5.7 Equipment provided by the Employer

Equipment provided by the *Employer* is to be signed out on the tools register and returned in a serviceable condition. Upon completion of the contract the equipment of the *Employer* shall remain the equipment of the *Employer*.

5.8 Site services and facilities

5.8.1 Provided by the Employer

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

5.8.2 Provided by the Contractor

The *Contractor* is to supply all the personal protective equipment, transport, accommodation, tools, equipment, and consumables to perform all the required tasks on site.

5.9 Control of noise, dust, water and waste

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

5.10 Hook ups to existing works

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

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The test and inspection to be carried out by the *Contractor*, the *Employer* and others will be determined and communicated by the *Employer* when Contract commences.
Refer to clause 4 of NEC3 TSC

5.11.2 Materials facilities and samples for tests and inspections

The materials facilities and samples for test and inspection to be carried out by the *Contractor*, the *Employer* and others will be determined and communicated by the *Employer* when the Contract commences.
Refer to clause 4 of NEC3 TSC