



NEC3 Term Service Contract (TSC3)

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

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

for Multidisciplinary Civil Engineering Services, Preventative and
Corrective Maintenance Contract at Tutuka Power Station for
period of 5 years.

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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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:

Multidisciplinary Civil Engineering Services, Preventative and Corrective Maintenance Contract at Tutuka Power Station for period of 5 years.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Multidisciplinary Civil Engineering Services, Preventative and Corrective Maintenance 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.

Multidisciplinary Civil Engineering Services, Preventative and Corrective Maintenance Contract**Schedule of Deviations to be completed by the *Employer* prior to contract award.**

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]

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

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

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

Signature

Name

Capacity

On behalf of

(Insert name and address of organisation)

(Insert name and address of organisation)





Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*.

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

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

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

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11.2(2)	The Affected Property is	Tutuka Power Station. Tutuka Power Station includes work done at all Eskom owned property including Thuthukani, Sewage plants, Ash disposal, Coal Stock yard.
11.2(13)	The <i>service</i> is	Multidisciplinary Civil Engineering Services, Preventative and Corrective Maintenance
11.2(14)	The following matters will be included in the Risk Register	As stipulated in the Site information section of this contract (Appendix C on the last page of this document)
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	
5	Payment	
50.1	The <i>assessment interval</i> is	between the 30 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	60 Days
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor</p>

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

6	Compensation events	Works/Task that are not included in the Service Information (scope), Appendix or Annexures.
7	Use of Equipment Plant and Materials	<p>The <i>Contractor</i> has the right to use equipment, Plant and Materials provided by the <i>Employer</i> only to Provide the Service.</p> <p>At the end of the service period the <i>Contractor</i></p> <ul style="list-style-type: none"> • returns to the <i>Employer</i>, equipment and surplus Plant and Materials provided by the <i>Employer</i>, • provides items of Equipment for the Employer's use as stated in the Service Information and • provides information and other things as stated in the Service Information
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	Termination will be dealt with as per NEC3 TSC termination clauses.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 Weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	<p>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).</p> <p>Will be appointed when a dispute arises.</p>
	Address	[•]
	Tel No.	[•]

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Fax No. [•]

e-mail [•]

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	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation																									
X1.1	The <i>base date</i> for indices is	The month prior the enquiry closing.																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>15%</td><td colspan="2">non-adjustable</td></tr> <tr> <td>100%</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15%	non-adjustable		100%		
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15%	non-adjustable																									
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X2	Changes in the law	Of the Republic of South Africa																								
X17	Low service damages																									
X17.1	The <i>service level table</i> is in	Appendix A on the second 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	the amount of the deductibles relevant to the event																								

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	damage to the <i>Employer's</i> property is limited to	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and 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
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> 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 <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <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	5 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	<p>Appendix B on the last page of this document.</p> <p>No incentives will be paid out for Key performance indicators however the performance of the Contractor will be assessed to ensure transparency and good performance is sustained.</p>
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	6 months
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or 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

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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

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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

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of this contract or in execution thereof.

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

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

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

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

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

INSURANCE TABLE A

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

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Contractor) arising from or in connection with the Contractor's Providing the Service	
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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

86

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

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

Z13 Nuclear Liability

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred

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due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated

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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*.

1. .

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:

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.

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;

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- 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 nr	Description	Unit	Rate
	Labour Core crew	Hrs	
1	Project Manager	Hrs	
2	Civil Engineer	Hrs	
3	Civil Technician or Technologist	Hrs	
4	Professional Land Surveyor	Hrs	
5	Project Planner	Hrs	
6	Project Administrator	Hrs	
7	Supervisor	Hrs	
8	Safety Officer	Hrs	
9	Environmental Officer	Hrs	
10	Reinforced Concrete and Pothole Foreman	Hrs	
11	Carpenter	Hrs	
12	Semi-skilled carpenter assistant	Hrs	
13	Plumber	Hrs	
14	Semi-skilled plumber assistant	Hrs	
15	Qualified fitter	Hrs	
16	Painter	Hrs	
17	Brick layer/Builder	Hrs	
18	Bricklayer/builder assistant	Hrs	
19	General labourer	Hrs	
	Labour As and when required		
1	Professional Civil Engineer / Technologist (as and when required)	Hrs	
2	Professional Quantity Surveyor (as and when required)	Hrs	

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	Normal and Saturday Overtime @ 1.5	Hrs	
1	Supervisor Normal overtime rate (as and when required)	Hrs	
2	Civil Engineer (as and when required)	Hrs	
3	Civil Technician or Technologist (as and when required)	Hrs	
4	Professional Quantity Surveyor (as and when required)	Hrs	
5	Safety Officer Normal Overtime (as and when required)	Hrs	
6	Reinforced Concrete and Pothole Foreman	Hrs	
7	Carpenter Normal Overtime (as and when required)	Hrs	
8	Semi-skilled carpenter assistant Normal Overtime (as and when required)	Hrs	
9	Plumber Normal Over time rate (as and when required basis)	Hrs	
10	Semi-skilled plumber assistant Normal Over time rate (as and when required basis)	Hrs	
11	Qualified fitter Normal Overtime (as and when required)	Hrs	
12	Painters Normal Overtime (as and when required)	Hrs	
13	Brick layer/builder Normal Overtime (as and when required)	Hrs	
14	brick layer/builder assistant Normal Overtime (as and when required)	Hrs	
15	General labourer Normal Overtime (as and when required)	Hrs	
	Sunday / Public Holiday Overtime @ 2		
1	Supervisor Sunday / Public Holiday Rate (as and when required basis)	Hrs	
2	Civil Engineer (as and when required basis)	Hrs	
3	Civil Technician or Technologist (as and when required basis)	Hrs	

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4	Professional Quantity Surveyor (as and when required)	Hrs	
5	Safety officer Sunday / Public Holiday Rate (as and when required basis)	Hrs	
6	Reinforced Concrete and Pothole Foreman (as and when required basis)	Hrs	
7	Carpenter Sunday / Public Holiday Rate (as and when required basis)	Hrs	
8	Semi-skilled carpenter assistant Sunday / Public Holiday Rate (as and when required basis)	Hrs	
9	Plumber Sunday / Public Holiday Rate (as and when required basis)	Hrs	
10	Semi-skilled plumber assistant Sunday / Public Holiday Rate (as and when required basis)	Hrs	
11	Qualified fitter Sunday / Public Holiday Rate (as and when required basis)	Hrs	
12	Painters Sunday / Public Holiday Rate (as and when required basis)	Hrs	
13	Brick layer/Builder Sunday / Public Holiday Rate (as and when required basis)	Hrs	
14	Brick layer/Builder assistant Sunday / Public Holiday Rate (as and when required basis)	Hrs	
15	General labourer Sunday / Public Holiday Rate (as and when required basis)	Hrs	
	Standby		
1	Standby-team (1 x Carpenter + 1 Carpenter Assistant), (1 supervisor) , (1 plumber + 1 plumber Assistant) , (1 Fitter+ 1 Fitter Assistant)	Daily	
	Transport		
1	Home-work-home 22-Seater per vehicle	Daily	
2	Travelling on site LDV per vehicle	Km	
3	Over time travel 22-Seater per vehicle	Daily	

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4	Overtime Travelling on site LDV per vehicle	Km	
5	Call out travelling.	Km	
	Once of Costs		
1	Medical (Annually)	EA	
2	Safety Files (once off)	EA	
3	PPE (Annually)	EA	
4	Site establishment (once off) (3 x 6m Storage, 6 x 6m Office Containers, 1, 6m Ablution with changing room containers, 2 x Female VIP ablution & 2 x Male VIP ablution, Dinning Tent, Services Connection and Fencing) Including Furniture (once off)	EA	
5	Site de-establishment (once off)	EA	
	Machinery (As and when required)		
1	TLB (As and when required)	Hrs	
2	Tipper truck 10m3 (As and when required)	Hrs	
3	Excavator (As and when required)	Hrs	
4	Grader (As and when required)	Hrs	
5	Road roller machine (As and when required)	Hrs	
6	Industrial High pressure sewer Jetting machine (As and when required)	Hrs	
7	Access equipment such as sky jacks (As and when required)	Hrs	
8	Sub terrain services (dead/live cables, piping) and voids detection equipment (As and when required)	Hrs	
	Activities (As and when required)		
1	Drones/CCTV for tall structure and drainage/sewer systems inspection	Daily	

2	Sandblasting and coating	m2	
---	--------------------------	----	--

Machinery Establishment Cost

Machinery	Unit	Rand per km
TLB (As and when required)	Km	
Tipper truck 10m3 (As and when required)	Km	
Excavator (As and when required)	Km	
Grader (As and when required)	Km	
Road roller machine (As and when required)	Km	
Industrial High pressure sewer Jetting machine (As and when required)	Km	

NOTE

- All overtime will be on an "As and when required basis" / Emergency overtime.
- Traveling on daily basis will be 80km home-work-home including site travel per vehicle.
- Traveling for the purpose of machinery site establishment will be compensated on maximum 50km (within proximity to the Lekwa Local Municipality) radius from Tutuka Power Station including site travel per vehicle.
- Payment will be made only for the number of vehicles (Home-work-home 22-Seater x3, LDV x5, over time travel 22-Seater x 1, Overtime Travelling on site LDV x2)
- The *Contractor* to provide total cost breakdown on pricelist.
- Site – establishment is a once off payment and a full cost breakdown must be provided.
- Normal working hours is 173 per month for permanent employees.
- *Contractor* needs to submit a full breakdown of all PPE and Safety file priced in his tender.
- PPE yearly assessment will only be done after a full breakdown of all PPE is issued to the *Contractor's* employees and submitted to the *Service Manager*.
- Activities is on an as and when required 'basis.
- The *Contractor* to provide total cost breakdown on all activities.
- All mobile equipment must be wet rate and include the operator.
- *Employer* will only pay for the number of vehicles travelling as stipulated on the price list.
- The *Contractor* to provide total cost breakdown on the standby team allowance.
- Overtime rate to be based on an employee base rate (base rate x1.5 and base rate x 2)

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Multidisciplinary civil maintenance services include but not limited to visual and detail inspections, technical investigations and ad-hoc maintenance repairs, and maintenance reports including scope of work. The condition of the structures, geotechnical, stormwater drainage, roads, dams, and buildings in general must be evaluated based on the *Employer's* civil inspection manual and the frequency of the detailed inspections planned accordingly.

General Constraints

- a) A site tender briefing session/scope clarification meeting to be conducted and attended by the *Tenderer / Contractor* or a technical representative. A representative from Civil Engineering, Civil Maintenance and others will meet prospective tenderers/contractors for a scope clarification and site briefing meeting.
- b) The *Contractor* shall appoint an experienced *Service Manager* to manage the contract, supervise the work, and give technical assurance at all times on behalf of the *Contractor*. If not available, the delegate/stand-in must be appointed in writing by the *Contractor* to ensure continuity of the works.
- c) All technical queries to be directed to the appointed Professional Civil Engineer/Technologist registered with ECSA.
- d) The *Contractor* to submit a project schedule specifying activities and duration for preventative and corrective maintenance.
- e) Submit a construction method statement for maintenance works, inclusive of risk assessments per area of work, to the *Employer* for review and approval within 28 days prior to commencement of respective activities for review and approval by the *Employer*.
- f) *Contractor's* tools, machinery, equipment, and execution of work shall not impair the operation at the specified Station Dams or access to the station and/or neighbouring site areas.
- g) During execution of the scope of work, *Contractor* to share the site with other contractor/s conducting operation and maintenance tasks.
- h) *Contractor* is responsible to provide their own measures to secure machinery, equipment, materials, and resources on site.

1.2 Employer's requirements for the service

The *Contractor* is to render a multidisciplinary (E.g., Civil & Structural Maintenance) Civil Maintenance Services in the form visual and detailed inspections, adhoc maintenance repairs, and compiling maintenance reports including scope of work, bill of quantities, tender technical evaluation, and NEC contract document as and when required by Tutuka Power Station. The condition of the structures, geotechnical, stormwater drainage, roads, dams, and buildings in

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general must be evaluated based on the *Employer's* civil inspection manual and the frequency of the detailed inspections planned accordingly.

The CVs of the people relative to their area of disciplines must be submitted with the tender document. *Contractor* to provide a key resource of:

- a) Professional Civil Engineer with minimum 8 years related work experience will supervise the work, always give technical assurance on behalf of the *Contractor*, and form part of Tutuka's team to conduct investigations.
- b) General building maintenance resources as stipulated under section 4.9.

The scope will include the areas surrounding Tutuka Power Station such as coal stockyard, railway terminal, ash disposal, raw water dam, terrace dams, sewage treatment plants, and domestic waste site.

The *Contractor* is to render a service to Tutuka Power Station as a Civil Maintenance *Contractor* for deliverables as specified in the task list.

The *Contractor* must have at least a minimum of five years Civil Maintenance experience, in particular on Civil and Structures covering the following:

- a) Executing the monitoring, inspection, and maintenance strategy for all civil & structural infrastructure at Tutuka Power Station. The inspection and maintenance reports will be reviewed and accepted by the *Employer*.
- b) Perform civil & structural visual and detailed inspections as per the *Employer's* Generic Civil works manual ([2] and [8]), Construction Regulations 2014 and monitoring, inspection, and maintenance strategy. Detailed inspections will be deemed as and when required.
- c) A program must be developed for each structure specifying the level of inspection required dependent on the condition/status of the structure relative to **Error! Reference source not found.**~~Error! Reference source not found.~~[2], and aligning with the *Employer's* Generic Civil works manual ([2] and [3]), Construction Regulations 2014 .
- d) Compile repair scopes for the approval by the *Employer* and for the execution by the maintenance *Contractor* (major structural repairs will be deemed as and when required),
- e) Executing adhoc maintenance repairs on civil infrastructure as per inspection report and repair recommendations approved by the *Employer*.
- f) Actively involved with structural, road and dam investigations and the sharing of practical experience with Engineers.
- g) Perform adhoc maintenance reports of when an as required.
- h) Knowledgeable in all the *Employer's* processes i.e., SAP system, etc.
- i) Allow skills transfer to the *Employer's* employees when executing inspections, adhoc maintenance repairs, and adhoc maintenance reports. This may be in the way of the *Employers* resource executing inspections under the guidance of the Civil Maintenance *Contractor* or executing maintenance works.

Civil Plant Inspections (Routine Planned & Corrective Maintenance)

The *Contractor* will be required to develop the monitoring, maintenance, and inspection strategy in line with the *Employer's* Standards and Procedure and Construction Regulations 2014. The *Contractor* will perform planned maintenance and statutory plant inspections during normal operation of civil infrastructure, planned or unplanned outages, with the objective to identify preventative and corrective actions, both short and long term, utilizing appropriate systems such as work orders, scopes of work etc. and revise the approved maintenance and inspection strategies to minimize the impact on plant performance and costs. This includes compiling and submitting costing proposal and specification writing which shall conform to the required (NEC) format.

After each visual or detailed inspection, *Contractor* to issue inspection report detailing the condition of the structure, required repair and/or replacement works, and bill of quantities for *Employer* to approve. *Contractor* to execute approved maintenance repair and/or replacement works issued by the *Employer*.

Preventative and Corrective Maintenance

The *Contractor* will be responsible for the preventative and corrective maintenance of Tutuka Civil, Structural and Building works. The *Contractor* shall maintain civil & building works to ensure that: -

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

Inspections include, but are not limited to the following Civil/Structural Plants:

- a) 6x Cooling towers.
- b) 2x Smokestacks/chimneys
- c) Flue ducts
- d) 6x Coal silo's
- e) 8x Clarifiers
- f) 11x Licenced Dams
- g) Conveyor structures
- h) Boiler structures
- i) Turbine Structure
- j) Railway
- k) Roofing
- l) Ash dumps
- m) Station Roads
- n) Water storage tanks
- o) Station Drains
- p) Concrete channels
- q) Station Fencing
- r) Ash dump
- s) Sewage plants

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- t) Tutuka Buildings
 - 1) General
 - 2) Main Building
 - 3) Offices
 - 4) Workshop and stores
 - 5) Fire Station
 - 6) Ablution blocks
 - 7) Visitor Centre
 - 8) Houses
- u) Pipe work
- v) Bridges and culverts
- w) Void Detection
- x) All Station channels i.e concrete, earth, brickwork
- y) Concrete structures
- z) Steel Structures

The major repairs/maintenance and rehabilitation will be handled as a separate project and will follow the Project Engineering Change Management Procedure (240-53114026) and Procurement and Supply Chain Management Procedure (32-1034). 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 scope of work for all civil, structures, geotechnical, hydraulics, roads drainage and sewerage works.

Ad hoc Civil Maintenance Repairs and/or Replacement

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

Infrastructure	Activity
Buildings, Workshops, and Units	Ceiling Repairs and/or Replacements
	Window and Door Repairs and/or Replacement, including fire doors and main tiller roller doors
	Tiling Repairs and/or Replacement
	Ablution Repairs and/or Replacement
	Plumbing Repairs and/or Replacement
	Roof Repairs and/or Replacement
	Gutter Repair and/or Replacement
	Painting
MV Switchgear Rooms and Equipment Rooms	Ceiling Repairs and/or Replacement
	Waterproof sealing application

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	Repair and/or Replacement of Fire doors
Roads (Asphalt)	Road Marking (painting) <ul style="list-style-type: none"> • White Lines (Broken or unbroken) • Yellow Lines (Broken or unbroken)
	Road Marking (signage)
	Pothole Repairs- Patching using 40mm thick medium continuously graded asphalt- Rate to include application of tack coat (ss60 or similar) and surfacing with continuously grade asphalt.
	Resurfacing Repairs- Resurfacing using 40mm thick medium continuously graded asphalt- Rate to include application of tack coat (ss60 or similar) and surfacing with continuously grade asphalt.
Roads (gravel)	Resurfacing
	Grading
	Compaction
Roads (Rigid)	Road Marking (painting) <ul style="list-style-type: none"> • White Lines (Broken or unbroken) • Yellow Lines (Broken or unbroken)
	Road Marking (signage)
	Cracking sealing
	Crack filling
	Spalling repairs
	Treating buckled pavements.
	Pothole Repairs
	Resurfacing Repairs
	Road Repairs (surface and base)
	Milling of existing pavement layers and stockpile within 1km free haul
	Texturing and curing the concrete pavement
	Resealing of joints in existing concrete pavements
Concrete Structures	Concrete removal
	Hand packing
	Guniting/Shotcrete

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	Chemical anchoring
	Casting of concrete (30Mpa) as directed by the Engineer
Drainage (Open and closed)	As and when required repairs and/or replacements
Tutuka & Thuthukani Sewage Treatment Plants	As and when required concrete repairs
Fencing	As and when required repairs and/or replacements

Projected Maintenance Frequency

Table below details the baseline minimum maintenance frequency identified for the Civil infrastructure, at which the *Contractor* to execute adhoc civil/structural maintenance works inclusive of repairs and/or replacement works.

Civil/Structural Plant	Maintenance Frequency
Buildings, Workshops, and Unit	3 monthly inspections
	3 monthly unblock gutters
Road & drainage system (Asphalt)	3 monthly inspections
	Monthly inspections to be conducted during rainy season
Road & drainage system (Gravel)	3 monthly inspections
	Monthly inspections to be conducted during rainy season
	Blading/Grading and levelling of the road to be carried out once every two months or as and when needed

Rigid Roads & Drainage	3 monthly inspections
	Monthly inspections to be conducted during rainy season
MV and LV Switchgear Rooms, and Equipment Rooms	3 monthly inspections
Tutuka & Thuthukani Sewage Treatment Plant	6 monthly inspections
Cooling towers	Annual inspections
Water Treatment Plant Structures	6 monthly inspections
2x Smokestacks/chimneys	Annual inspections
6 x Flue ducts	6 monthly inspections
6x Coal silo's	Annual inspections
8x Clarifiers	Annual inspections
11x Licensed Dams	Annual inspections
Coal & Ash Conveyor structures	6 monthly inspections
Boiler structures	6 monthly inspections
Turbine Structure	6 monthly inspections
Roofing	3 monthly inspections

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	Monthly inspections to be conducted during rainy season
Ash dumps Channels	3 monthly inspections
Drainage System (Surface and Subsurface)	3 monthly inspections
	As and when required service detection
Sewage System	3 monthly inspections
	As and when required service detection
Station channels i.e., concrete, earth, brickwork, etc.	3 monthly inspections
Station Fence	6 Monthly inspections
Ablution facilities	3 monthly inspections
	Monthly inspections to be conducted during rainy season
Bridges and culverts	Annual inspections
	Monthly inspections to be conducted during rainy season
Void Tunnels / Cable Tunnels	6 monthly inspections
Building Structures (i.e., conveyor structures, dust handling plant)	Annual inspections
Concrete structures (i.e., CW pump houses, pit sumps)	Annual inspections

Inspection report writing

All reports described in this section must be retained in both electronic and hardcopy format. Listed below are the minimum requirements for all inspection reporting:

- The date of the inspection, name, and affiliation of the Engineer/Technologist.
- The names of plant personnel present during the inspection.
- What assets were inspected, and what portions of those assets were inspected. It must not be assumed that where a report records nothing there were no problems.
- The condition category for the elements of the plant assets inspected, using the categorization described in 240-99527377 (Inspection Manual for Civil Works at Eskom's Power Stations).
- This must highlight any elements where the condition category according to Table 8-2 in the Inspection Manual for Civil Works at Eskom's Power Stations due to any deterioration mechanism was assessed by the Structural Engineer as 4 or 5.
- Recommended actions to be taken by the maintenance personnel at the plant. Where any structural member or portion of any structure is identified as 4 or 5, recommendations regarding repairs and/or replacement must be provided. As the intention of the visual structural inspection does not include design remedial measures, the recommendation may simply be that an Engineer must be contracted to provide a design.
- Clearly labelled photographs identifying typical members and showing their condition.
- A written report must contain a summary of all remedial actions recommended, and these must be prioritized according to the priorities defined in Table 9-1 in the Inspection Manual for Civil Works at the *Employer's* Power Stations
- A written report must be submitted to the Plant Engineer within four weeks after the date

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of the inspection.

- j) All safety critical findings must be communicated to the Plant Engineer immediately on completion of the engineering visual inspection.
- k) A brief written report of all safety critical findings must be submitted within one week after the date of inspection. Safety critical items include only those items that are considered by the Engineer to constitute an immediate hazard to the safety of personnel in the plant.

Training of staff

To continuously assist with the training of individuals and to share knowledge and experience through mentoring and coaching where *Employer's* resources will form part of the *Contractor's* inspection and adhoc Civil Maintenance team.

Other Duties

Other Duties include:

- a) Adhoc maintenance repairs and/or replacement, and adhoc maintenance reports by when and as required by the *Employer*. The costs with regard to other civil maintenance services will be reimbursable at the rates approved by the *Service Manager* and within prior consent of the *Employer*.
- b) Monitor plant indicators, to ensure that all structures are maintained in line with Tutuka and the *Employer's* Generation standards and guidelines, thus ensuring long term plant health.
- c) Quality control of inspection documentation on behalf of the *Employer*.

Other Works

Description of Works

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

1) Plumbing maintenance

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

2) Carpentry maintenance

- a) Repairs to fire doors and furniture
- b) Hanging of doors, fitting of ceilings and new installations
- c) Repairs / replacement of installations such as ceilings, skirtings, doors, door locks etc.
- d) Roof repairs and replacements.
- e) Repairs of existing and installation of new dry walls as and when required.
- f) Repairs of existing office furnishings and installation of new workstations, cupboards and related notice boards/ white boards as required.
- g) All carpentry maintenance

3) Bricklayer

- a) Laying of floor ceramic tile, wall tiles and Marley tiles
- b) Building of brick walls including building with face brick
- c) Laying and breaking of concrete

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- d) Doing structural repairs to concrete structure
- e) All Bricklaying maintenance

4) Painting

- a) Painting with normal paints and epoxy products
- b) Fitting and cutting all Glass and glazing
- c) All non-plant related painting of Offices and Utility Buildings
- d) All Road Marking and Signage.
- e) All Painting works.

5) Fitter

- a) Fault findings on pumps and pumps installation.
- b) Greasing, checking, changing and top up oil on sewage plant equipment.
- c) Repair, remove, replace and renew pipes and valves.
- d) Any other task as instructed.
- e) All fitting maintenance works.

6) Welding Duties

- a) Repairs and replacement of burglar bars, security gates etc.
- b) Repairs to all metal roller shutter and sliding doors at stores, logistics etc.
- c) Repairs / replacement of existing road signs, notice boards and the installation of new signs etc.
- d) Repairs and replacement of metal handrails, balustrades etc.
- e) Repairs to security gates, booms and palisade fencing.
- f) Repairs to zippel filing system structures.
- g) Repairs to metal sub-station doors and locking mechanisms.
- h) Repairs to all parking garages, carports at Columbus Site and residential properties.
- i) Repairs to all heavy-duty metal shelving as required for metal samples at the laboratory.

6) Masonry duties

- a) Repairs and building modifications as required to buildings, paving, wall and floor tiles etc.
- b) Repairs and building of sewerage and storm water manholes, catch pits and bund walls.
- c) Repairs and additions to concrete floors, paving, storm water channels etc. as and when required.

7) Civil Engineering To do following inspections.

- a) Inspections to be done as per the *Employer's* inspection manual for Civil Works. Inspection report and estimated repair cost to be submitted for *Employer* to approve before commencing with the repairs.
- b) After inspections have been done repairs must be done on the faults found
- c) The resources must have the correct experience and qualification to do the required inspections.

General Requirements for *Contractor* to adhere to

- a) *Contractor* to be provide all machinery, equipment, and materials required to execute the scope of work.
- b) Call-out response time is 1 hour and team roster to be handed in one week upfront.
- c) Team to consist of *Contractor* working supervisor and required skilled persons needed to execute work.
- d) 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 one job to another.
- e) Two vehicles will be required to transport staff, equipment and spares / materials on site.
- f) The *Contractor* is responsible for submission of health and safety file prior to commencing of work.

- g) The *Contractor* is responsible for maintaining of the *Contractor's* health and safety file and will be audited on a frequent basis.
- h) The *Contractor* is responsible for the induction of their employees.
- i) All work undertaken must be done in accordance with workflow service.
- j) Permit to work/LAR and workers register to be completed.
- k) Application for Isolation Permit to be arranged by the *Employer*.
- l) The *Contractor* must provide proof of experience and certified qualifications and medical certifications of all personnel.

Quality Control Assurance

The *Contractor's* Supervisor will when and as required be able to perform quality control and support *Employer* during execution of Civil Maintenance works. *Contractor's* Senior Civil Technician and Technician/s must be competent with NEC (TSC) suite of contracts.

The *Contractor* shall develop and implement a system for quality verification records, including site investigation Plans, Record Books (Data Books) as specified in the Tutuka Quality Specifications.

Routine checks and inspections to be conducted as per *Contractor's* Quality Control Plan (QCP), illustrating defined intervention assessment points. The *Contractor* submits QCP for the *Employer* to review and approve before commencement of any works. The QCP include witness, hold, test, and inspection points.

Before commencement of the works, the *Contractor* compiles and present detailed technical proposal outlining execution strategy, plan/programme and control measures associated with the required works. *Contractor* to present this during the kick-off meeting for *Employer* to approve before commencement of any works.

Configuration Management

Documentation

All documents supplied by the *Contractor* shall be subject to Eskom's approval. The language of all documentation shall be in English. The *Contractor* shall include the *Employer's* drawing number in the drawing title block. This requirement only applies to drawings developed by the *Contractor* and his Subcontractors. Drawing numbers will be assigned by the *Employer* as drawings are developed.

All Documentation and Data books shall be completed, delivered and approved when the *Contractor* applies for final inspection at repair completion and handed over to the *Employer* at takeover application.

All project documents must be submitted to the delegated *Employer's* Representative with transmittal note according to Project / Plant Specific Technical Documents and Records Management Work Instruction [23]. In order to portray a consistent image, it is important that all documents used within the project follow the same standards of layout, style and formatting as described in the Work Instruction. The *Contractor* is required to submit documents as electronic and hard copies and both copies must be delivered to the *Eskom Representative* with a transmittal note.

The detailed technical report in conjunction with the drawings shall contain sufficient information to enable a complete re-analysis of the operation and maintenance conditions, and modification/repair/replacement/refurbishment of Civil infrastructures.

Drawing Submission

The *Contractor* to produce and submit drawings as and when required, once work has been completed. Drawing submission includes but not limited to layout and detail drawings. Drawings to be submitted to the *Employer* for approval.

The creation, issuing and control of all Engineering Drawings will be in accordance to the latest revision of Engineering Drawing Standard [24]. Drawings issued to Eskom will be a minimum of one hardcopy and an electronic copy. All *Contractors* are required to submit electronic drawings in Micro Station (DGN) format, and scanned drawings in pdf format. No drawings in TIFF, AUTOCAD or any other electronic format will be accepted. Drawings issued to Eskom may not be "Right Protected" or encrypted,

DOCUMENT RETURNABLES

The *Contractor* shall produce and submit a project plan, project quality plan, organogram, detailed method statement and testing procedure, QCP, safety file for approval prior to the commencement of work. The *Contractor* to conduct induction and medicals prior to commencement of work.

These documents should contain the following information, which is not limited to: -

- a) **Programme:** The programme to specify the different activities and associated timelines applicable for the execution of the required works aligning with each task order issued by the *Employer*
- b) **Quality Plan:** Highlight the activity or standard which shall be used to ensure quality materials and workmanship for every task order issued by the *Employer*.
- c) **Organogram:** Indication of the core staff who will be involved in the execution of the required works for every task order issued by the *Employer*. Names and qualifications, together with ID and CV's to be included.
- d) **Method Statement:** Detailed method statement specifying skills, labour, materials, tools, machinery, equipment and testing procedures applicable for the execution of the required works, aligning with every task order issued by the *Employer*.
- e) **QCP:** Must indicate relevant hold, surveillance and witness points for the *Contractor* and *Employer* which align with every task order issued by the *Employer*.

Contractor to provide the above documents for *Employer* to approve before commencement of any works, aligning with task order issued by the *Employer*.

General

- a) All work undertaken must be done in accordance with workflow service.
- b) Permit to work and workers register to be completed.
- c) *Contractor* Supervisor to be Authorized in plant safety regulations within 6 months of contract start
- d) The *Contractor* must provide proof of experience and certified qualifications and medical certifications of all personnel.
- e) Task order, purchase order or formal letter is the instruction to commence work.
- f) 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*.
- g) All PPE to be provided by *Contractor* and must be SABS approved.
- h) Good housekeeping to be adhered to at all times. The *Contractor* must clean and remove all debris. while executing and on completing a task.
- i) When entering the site after hours the *Contractor* must have an *Employer's* identification card
- j) All services must be done according to the *Employer's* standards and procedures.
- k) 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)
- l) Time sheet must be kept up to date, reflecting all work performed. The *Employer's Contractors* Time sheet to be used.
- m) Safety (Zero harm policy) to be adhered to at all times.
- n) All work to be done under the Construction Regulation
- o) The Civil Supervisor will be instructed to do inspections that must be performed as per the *Employer's* Civil Inspection manual / instruction.
- p) *Contractor* to submit valid police clearance certificates for all *Contractor's* personnel.
- q) Minimum safety requirements for access is HIRA training
- r) *Contractor* to be trained and licensed to operate aerial platforms at the *Employer's* site.
- s) When working on ladders two-person rule to be followed.
- t) When working in confined spaces two –person rule to be followed

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- u) Audit on *Contractor* will be done on a frequent basis.
- v) Transport for *Contractor's* employees to be provided by *Contractor*.
- w) CIDB Certificate must be valid at all times.
- x) CIDB Grading Applicable is 6CE and 6GB.
- y) *Contractor* to provide all necessary tools, equipment and test equipment to perform work according to the scope of work.
- z) *Contractor* shall comply with the *Employer's* (WWM) work week management system.
- aa) The *Employer's* Lifesaving rules to be adhered to.
- bb) Overtime, on "as and when required" basis.
- cc) Overtime must be approved by the *Service Manager* before work commences.
- dd) All overtime to be specified on time sheets as well on support documentation.
- ee) All PPE required to be provided by *Contractor* e.g., arc flash PPE (category – specific 8 cal/cm²), safety harnesses, Face shield, Gum Boots, dust masks and for any weather / working conditions.
- ff) Working hours is the *Employer's* working time and overtime might be required depending on the workload and urgency thereof.
- gg) All cabins and LV equipment shall comply with the *Employer's* standards, including COC.
- hh) *Contractor's* site to comply with the *Employer's* regulations and standards in terms of SHEQ and shall be inspected by the *Employer*.
- ii) Quality control plan and contract Quality plan approval process standards as per QM 58 to be used.
- jj) Audit on *Contractor* will be done on a frequent basis.
- kk) *Contractor* to supply ablution facilities in their site laydown area.
- ll) Transport for *Contractor's* employees to be provided by *Contractor*.
- mm) The Employer shall Review and revise (if necessary) the manpower disciplines and Quantities on a yearly basis as per the Employer's needs.

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

1.3 Interpretation and terminology

1.3.1 Definitions

Definition	Explanation
Competent person	(OHS Act) means any person having the knowledge, training, experience, and qualifications, specific to the work or task being performed, provided that, where appropriate, qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995)
<i>Contractor</i>	In relation to this document, where the word "Contractor" is used, it will mean all or some of the following: principal Contractors, appointed Contractors, suppliers, vendors, service providers and consultants
<i>Employer</i>	(OHS Act) means, subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him/her, but excludes a TES (ex-labour broker) as defined in section 1(1) of the Labour Relations Act 1956 (Act No. 28 of 1956)
Environment	(32-94) means: the land, water, and atmosphere of the earth; micro-organisms and plant and animal life; and any part or combination of (a) and (b) and the interrelationships among and between them, and the physical, chemical, aesthetic, and cultural properties and conditions of the foregoing that influence human health and well-being
Eskom requirements	Eskom requirements flowing from directives, policies, standards, procedures,

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Definition	Explanation
	specifications, work instructions, guidelines, or manuals
Hazard	(OHS Act) means a source of, or exposure to, danger
Health and safety plan	(OHS Act) means a document plan that addresses hazards identified and includes safe work procedures to mitigate, reduce, or control hazards identified
Health and safety requirements	Means comprehensive health and safety requirements for a contract, project, Site, and scope of work. This specification is intended to ensure the health and safety of persons, both workers and the public, and the duty of care to the environment. The health and safety requirements must be specific to each contract, project, Site, and scope of work
Lifesaving Rules	(240-62196227) a rule that, if not adhered to, has the potential to cause serious harm to people
Method statement	(OHS Act) means a written document detailing the key activities to be performed to reduce, as reasonably as practicable, the hazards identified in any risk assessment
Near miss	A near miss is an OHS event that did not result in human injury or damage but had the potential, under different circumstances, to cause human injury or property damage. This includes the reporting of hazards or unsafe conditions.
Pre-job brief or meetings	(34-227) means a meeting that is held prior to the commencement of the day's work and that is attended by all the relevant employees associated with the work task
Risk assessment	(OHS Act) means a programme to determine any risk associated with any hazard at a Construction Site to identify the steps needed to be taken to remove, reduce, or control such hazard.
Site	(34-228) means an Eskom department, unit, complex, building, specific project, work site, or the site where agents, clients, principal <i>Contractors</i> , <i>Contractors</i> , suppliers, vendors, and service providers provide a service to Eskom, directly or indirectly
Task	(34-227) a segment of work that requires a set of specific and distinct actions for its completion

1.3.2 The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
B-BBEE	Broad Based Black Economic Empowerment
C&I	Control and Instrumentation
CIDB	Construction Industry Development Board
COC	Certificate of Compliance
CPA	Cost Price Adjustment
EMD	Electrical Maintenance Department
H V	High Voltage (1000V and above)
ISO	International Organization for Standardization
L V	Low Voltage (< 1000 V)
LAR	Local Access Register
OHSACT	Occupational Health and Safety Act

ORHVS	Operating Regulations for High Voltage Systems
PIR	Performance Improvement Report
PPE	Personal Protective Equipment
PPPFA	Preferential Procurement Policy Framework Act
PSR	Plant Safety Regulations
QCP	Quality Control Plan
QMS	Quality Management Systems
RP	Responsible Person
SABS	South African Bureau of Standards
SACPCMP	South African Council for the Project and Construction Management Professions
SAMTRAC	Safety Management Training Course
SAP	System Application Product
SD&L	Supplier Development & Localisation
SHEQ	Safety Health Environment and Quality
SOW	Scope of work
TBA	To Be Announced
TBC	To Be Confirmed
VAT	Value added Tax
YTD	Year to date

2 . Management strategy and start up.

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

- a) To be discussed before any task can be carried out between the *Contractor* and *Employer*.
- b) No work shall commence until the scope of work has been finalised and accepted by both the *Service Manager* and *Contractor*.
- c) *Contractor and Service Manager* will do a final inspection on the completion of the scope of work before signing of any documents.
- d) Programme for All work to be done must be submitted on an as and when required by the *Employer*.

2.2 Management meetings

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

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Name	Approximate time & interval	Location	Attendance by: <i>Employers & Contractor's personnel</i>
Contract kick-off	Once off	Tutuka P/S Venue to be confirmed by service manager	<i>Service manager</i> , Plant supervisor / manager and/or other necessary representatives. Site manager, Site supervisor and/or other necessary representatives.
Overall contract progress and feedback	Monthly	<i>Tutuka P/S or contractor's main office</i> <i>Venue to be confirmed by service manager or site manager</i>	Service manager, Plant supervisor / manager and/or other necessary representatives. Site manager, Site supervisor and/or other necessary representatives.
Early Warning and Defect Notification	As and when notified by either party	<i>Tutuka P/S or contractor's main office</i> <i>Venue to be confirmed by service manager or site manager</i>	<i>Service manager</i> and Plant supervisor / manager and other relevant personnel. Site manager and Site supervisor / manager and other relevant personnel.
Technical meeting and non-conformance meeting	At least once every 3 months	Tutuka P/S Venue to be confirmed by service manager	<i>Service manager</i> , Plant supervisor and technical representative. Site manager, Site supervisor and technical representative.
Safety Incidents	For each occurrence	Tutuka P/S Venue to be confirmed by service manager	Safety Representative, <i>Service manager</i> and Plant supervisor and others involved. Safety Representative, Site manager and Site supervisor and others involved.
Section Meeting	Daily	Tutuka P/S Venue to be confirmed by service manager	Departmental Supervisor, artisans, technicians, labourers and others involved. Site manager, Site supervisors Safety Representative and planner.
Scope freeze meeting	weekly	Tutuka P/S Venue to be confirmed by service manager	Contract Supervisor, planning Supervisor Planner, Site Supervisor, site manager
Planning meeting	weekly	Tutuka P/S Venue to be confirmed by service manager	Contract Supervisor, planning Supervisor Planner, Site Supervisor, site manager

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Name	Approximate time & interval	Location	Attendance by: <i>Employers & Contractor's personnel</i>
Prioritization meeting	Daily	Tutuka P/S Venue to be confirmed by service manager	Contract Supervisor, planning Supervisor, Production Manager and others involved Planner, Site Supervisor, site manager
<i>Contractor Safety meeting</i>	Monthly	Tutuka P/S Venue to be confirmed by service manager	Departmental line Manager Site manager, Site supervisors Safety Representative
KPI	Once every 6 months	<i>Tutuka P/S or contractor's main office</i> <i>Venue to be confirmed by service manager or site manager</i>	<i>Service manager and supervisor, Engineer, mills stake holders</i> <i>Site manager, Site supervisors</i> <i>Safety Representative and planner.</i>

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

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

2.3 Contractor's management, supervision and key people

2.3.1 Core crew

- a) 1 x Site Manager
- b) 1 x Civil Engineer (Min 2 Year Experience)
- c) 4 x Site Supervisor
- d) 1 x Civil Technician or Technologist (Min 2 Year Experience)
- e) 2 x Safety officer
- f) 1 x Project Planner
- g) 1 x Project Administrator
- h) 1 x Environmental Officer
- i) 2 x Reinforced Concrete and Pothole Foreman
- j) 2 x Qualified fitter
- k) 4 x Plumber (Trade Test)
- l) 4 x Semi-skilled Plumber
- m) 4 x Carpenter (Trade Test)
- n) 4 x Semiskilled Carpenter
- o) 3 x Bricklayer / Builder
- p) 3 x Semi-skilled Bricklayer
- q) 4 x Painter
- r) 15 x General labourers

2.3.2 As and when required.

- a) 1 x Professional Civil Engineer x1 (Min 5 Year Experience)

- b) 1 professional Quantity Surveyor (Min 5 Year Experience)

2.3.3 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:

- a) Site Manager –Diploma in build environment with 5 years related experience.
- b) Professional Civil Engineer: (Min 5 Year Experience)
- c) Civil Engineer: (Min 2 Year Experience)
- d) Civil Technician or Technologist: (Min 2 Year Experience)
- e) Professional Quantity Surveyor: (Min 5 Year Experience)
- f) Project Planner (Min 5 Year Experience)
- g) Project Administrator (Min 2 Year Experience)
- h) Environmental Officer (Min 2 Year Experience)
- i) Reinforced Concrete and Pothole Foreman (Min 5 Year Experience)
- j) Supervisor: N 6 (Civil Engineering and building contraction) + 3 years related experience.
- k) Safety officer must be Register with SACPCMP and have SAMTRAC (Min 5 Year Experience).
- l) Fitter must have 2 years relevant experience as stipulated in this contract plus trade test with red Seal.
- m) Plumber - 2 years relevant experience as stipulated in this contract plus trade test.
- n) Semi-skilled Plumber (Plumber training course with proof of training).
- o) Carpenter must have 2 years relevant experience as stipulated in this contract plus trade test.
- p) Semiskilled Carpenter (Carpenter training course with proof of training).
- q) Bricklayer / Builder 2 years relevant experience as stipulated in this contract plus trade test.
- r) Semi-skilled Bricklayer 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 a semi-skilled.
- s) Labours must have been trained to execute the scope of work.
- t) Painter must have a trade test

Note.

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

2.4 Provision of bonds and guarantees.

Not Applicable

2.5 Documentation control

- a) Each instruction, certificate, 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.
- b) Writing is in the Language of this contract.
- c) All reports to be discussed, compiled, and handed to the *Employer* Supervisor and *Service Manager*.
- d) 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.
- e) All communications must be printed and filed in the *Service Managers* file.

2.6 Invoicing and payment

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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

and include on each invoice the following information:

- a) Name and address of the *Contractor* and the *Service Manager*.
- b) The contract number and title.
- c) *Contractor's* VAT registration number.
- d) The *Employer's* VAT registration number 4740101508.
- e) Description of service provided for each item invoiced based on the Price List.
- f) Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- g) Purchase order number
- h) CPA calculation sheet
- i) 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.
- j) 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.
- k) Invoices should be broken down into items of price list.
- l) An assessment is jointly completed by the *Service Manager* and the *Contractor* and are in an agreement of at least the following:
 1. Scope completed.
 2. Quantity completed.
 3. Value of work completed.

2.7 Contract change management.

- a) Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (Eskom Procurement and Supply Management Procedure)
- b) In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- c) The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- d) Changing the service information
- e) Access
- f) Provision by the *Employer's*
- g) Stopping work
- h) Work of the *Employer* or others
- i) Reply to communication!
- j) Changing a decision
- k) Withholding acceptance
- l) Delayed tests or inspections
- m) Change of affected property
- n) Materials, facilities etc. for tests
- o) *Employer's* risks
- p) Assumption about compensation events
- q) *Employer's* breach of contract

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

Not Applicable

2.9 Insurance provided by the *Employer*.

Refer to Clause Z12

2.10 Training workshops and technology transfer

- a) PSR training and Authorisation and then every two years reauthorisation
- b) Contractor to adhere to All necessary Safety courses needed or required. including and not limited to working at heights training, HIRA, First aid training
- c) All training required by the *Employer* will be on the *Contractor's account*.
- d) All *Contractor supervisors* to be authorized in terms of Plant Safety Regulations (PSR) and HV access within 3 months after the contract has started or as soon as the *Employer* can arrange the training.
- e) PSR training will be on the *Employer's* account for the first attempt and second on the *Contractor's* account and the employee will not be remunerated for that duration. Failure to pass the second attempt the *Contractor's* employee should be replaced.
- f) All *Contractor* personnel to do Induction Training before entering site and commencing with work.
- g) Minimum safety requirements for access is HIRA training

2.11 Design and supply of Equipment

- a) *Contractor* to provide all tools and equipment to perform the required service and tools / equipment to be in good and safe condition to work with.
- b) All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- c) All lost equipment and tools to be declared to the *Service Manager* and full details of incident.
- d) In the case for a Modification, the Modification process must be followed.

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

2.12.1 Equipment

As per clause 70.2

- a) returns to the *Employer*, equipment and surplus Plant and Materials provided or purchased by the *Employer*.

2.12.2 Information and other things

- a. All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- b. 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.
- c. *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.
- d. As per clause 70.2 to provides other things as stated in the Service Information.
- e. The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement and must be kept up to date at all times.

2.13 Management of work done by Task Order

- a) A Task Order is the instruction to commence work.
- b) No work shall commence until Task order is issued and a Purchase Order number has been finalised and accepted and signed by both the *Employer* and *Contractor*.
- c) Completion certificate to be issued after task on each Task Order is completed and Assessment certificate to be completed.
- d) Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required.
- e) 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.

- a) All The *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*.
- b) 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: -

- a) Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- b) The SHE plans must be pre-approved by the client for implementation. The principal *Contractor* / *Contractor* has a responsibility to send the SHE plans to the client for approval prior to commencement of work.
- c) The SHE plans 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

3.1.1 Health and Safety Arrangements

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

The *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:

- a) SHEQ Policy 32-727
- b) The *Employer's* Procurement and Supply Chain Management Procedure 32-1034
- c) SHE Requirements for the *Employer's* Commercial Process 32-726
- d) *Contractor* Health and Safety Requirements 32-136
- e) Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
- f) Live-saving Rules 240-62196227
- g) Working at Heights 32-418
- h) The *Employer's* Vehicle Safety Specifications 32-345
- i) Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

Site Regulations and Procedures**Site Regulations**

The latest revision Tutuka 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 Tutuka 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:

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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*.

- a) Rule 1: Open, Isolate, Test, Earth, Bond, And / Or insulate before touch - that is any plant operating above 1 000 V.
- b) Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- c) 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.

- d) Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol.
- e) 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 workplaces 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 she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid.

3.1.2 First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Employer*, But the *Contractor* is responsible to provide its own fire extinguisher for their own cabins.
All *Contractor* personnel must have First aid and firefighting training.

3.1.3 Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

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

3.1.4 Security, fire protection and safety

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

3.1.5. Fire protection

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

3.1.6 Safety and incident prevention

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

Incident Management, Corrective & Prevention Action Procedure to be adhered to – 14Risk IM PC-019

3.1.7 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer within 24 Hours* of incidents and any damage to property or equipment.

NOTE! This report does not relieve the *Contractor* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

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

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

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

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

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

- a) Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- b) 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:

- a) perform safety audits at the *Contractor's* premises, its workplace and its employees.
- b) 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.
- c) Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*.

3.1.10 Safety Regulations of the *Employer*

Plant safety regulations Training

- a) The *Employer* will provide Plant Safety Regulations (PSR) training necessary for the *Contractor* in order to carry out the works.
- b) All *Contractors* artisan to be trained and authorised as responsible persons (RP) according to *Employers* PSR and ORHVS.
- c) The *Contractor* Supervisor to be trained and authorised as an Authorised Supervisor (AS) according to *Employers* PSR and ORHVS
- d) The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

3.1.11 Barricading / Screens and Scaffolding:

The *Contractor* shall provide and install fixed barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

The *Employer* will supply scaffolding if not stated differently in the Works Information. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Service Manager* should be notified of any adjustments.)

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 Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and

cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to the *Employer's* Environmental Legal and other Requirement's procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017 749 5536 / 9231.

3.3 Quality assurance requirements

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

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to *the Service Manager*. The *Contractor*, in conjunction with Tutuka Engineering must sign off all Quality Control documents after completing all work on site. The *Contractor* to submit a copy of the final signed off document to *the Service Manager* within 1 week after Completion of each activity or task

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

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed.

- a) Supervisor must be qualified and have proof of qualifications.
- b) All relevant personnel names and titles must be specified to the *service manager*.
- c) All new staff to be appointed in writing.
- d) All new staff to do induction training.
- e) All new staff to be approved by *Service Manager* before entering the site or commencing work.
- f) All new staff must hand in all qualifications and relevant documentation to the *Service Manager*.
- g) When changing personnel, a new access to work form to be completed by the *Contractor*.
- h) Only required specified approved amount of personnel to be allowed on site, pre-arranged with *Service Manager*.
- i) All *Contractors* personnel specified in this contract as per 2.3 to be on site at all times, unless on leave for max 10 working days, otherwise replacement of same skill required.
- j) *Contractor* to provide a monthly scheduled leave plan for his employees to the *Service Manager*.
- k) *Contractor's* leave to be planned and discussed with *Service Manager* before such permission will be allowed by *Service Manager*.
- l) If *Contractor* employee for any reason becomes unfit to perform His or Her normal duties a replacement of same skill is required.
- m) Leave can be rejected by the *Service Manager* depending on Business needs.
- n) If any *Contractor* employee is dismissed or resigns must be replaced within 10 working days.
- o) Contract Staff are not allowed to work on any other contract or site.
- p) All replacements of staff will be in the same discipline (eg. an artisan to be replaced with an artisan with proof of qualifications)
- q) Supervisor Must be authorized to take out LV permits as per PSR and ORHVS within 6 months of Contract start date or as soon as the Employer can arrange the training.

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- r) Do monthly inspections and report all defects to the supervisor.
- s) Contractor to comply with the minimum leave requirements as per Occupational Health and Safety Act

4.1.2 BBBEE and preferencing scheme

As per clause Z3 within contract data

4.1.3 Procurement Requirements:**PPPFA STRATEGY**

Indicate the percentage (%) that is allocated to:

Price
BBBEE Status
Designated commodity (Yes / No)

90%
10%
No

4.2 Subcontracting**4.2.1 Preferred subcontractors**

Not Applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not Applicable

4.2.3 Limitations on subcontracting

Not Applicable

4.2.4 Attendance on subcontractors

Not Applicable

4.3 Plant and Materials**4.3.1 Specifications**

- a) Where applicable: - All plant spares and materials to be inspected (Quality Checked) before installing on plant.
- b) Risk Assessment to be completed and current.

- c) *Contractor* must be “trained and authorised” with the necessary PPE, equipment, tools, skilled to handle any equipment, spares, tools and materials related to the scope of work.
- d) The *Contractor* will be responsible for the safeguarding, care and security of all item's whilst in the *Contractors* custody and control, until Completion of the whole of the works

4.3.2 Correction of defects

- a) All work done under a permit must be done in accordance with the *Employer's* Low Voltage Regulations as stipulated in the handbook 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 handbook can be given to the *Contractor* on request.
- b) Some plants are trip risks and can only be worked on during outages or units' shutdowns.
- c) 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.
- d) All defected spares to be replaced with the permission of the *Service Manager* / supervisor.
- e) As per clause 42 in the NEC3 TSC.
- f) In case of rework caused due to the *Contractor's* negligence, all costs will be on the *Contractor's* account.

4.3.3 Contractor's procurement of Plant and Materials

- a) 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.

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

4.3.6 Cataloguing requirements by the Contractor

Not Applicable

5 Working on the Affected Property

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

- a) Lifesaving rules and all the *Employer's* procedures to be adhered at all times.
- b) Access is limited and controlled by Plant Safety Regulations requirements.
- c) No employee will be allowed to access the plant or to work without access permit issued.
- d) No employee will be allowed to access the plant or to work without valid medical certificate.
- e) All personnel who are to work on the plant must be registered on the Worker's Register by the Responsible Person.

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- f) All personnel must attend induction before working on site and must obtain gate permits via the *Service Manager*.
- g) All personnel to have an Identification card at all times.
- h) Unauthorized access to site is prohibited. The personnel are expected to be at their working site area at all times.
- i) No recruitment on site or at the main access gates or any of the *Employer's Premises* is allowed.
- j) All activities to comply with the OSHACT and Regulations.
- k) 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)
- l) All work to be done according to the contraction regulations at all times.
- m) *Contractor* on site must supply a SAPS clearance certificate to the *Employer* before contract start and every 12 months thereafter for all *Contractor's* employees to ensure continued access to site. This will also be handed in to security for *Contractor* to obtain access permits.
- n) 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.
- o) *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.
- p) *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 labor 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.
- q) 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.
- r) 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.
- s) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- t) 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/Provider/Principal *Contractor* will be penalised.
- u) 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.
- v) *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.*

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- w) 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.
- x) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- y) The *Contractor* must submit Curriculum Vitae of its entire staff prior to work commencing on site.
- z) The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- aa) All *Contractor supervisors* employees must be authorised in Plant Safety Regulations as per legislative requirements and the period within which this requirement must be fully met, will be finalised and confirmed within six months on contract award.
- bb) 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 has to redo the training due to failing at the first attempt. Time spends to complete the second attempt will not be paid for by the *Employer* and if second attempt is failed employee must be replaced.
- cc) 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.
- dd) The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- ee) Care must be taken to prevent damage to any surroundings such as the plant, roads, environment and equipment in and around existing buildings.
- ff) 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.
- gg) The *Contractor* and his employees may only smoke in the allowed / designated areas.
- hh) The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g., theft etc

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

- a) Normal working hours is the *Employer's* working hours.

Monday to Thursday 07:00-16:15

Friday 07:00-12:00

Work week = 40 Hrs

- b) Overtime might be required but must be approved by the *Service Manager*.
- c) Timesheets to be logged and signed by *Service Manager* at all times.
- d) Standby is required and will be on an as and when required basis depending on the plant status (Breakdowns)
- e) In periods of absence longer than 10 working days per year (it includes sick leave and annual leave) as negotiated substitute must maintain the plant.
- f) When on standby need to attend to breakdowns on an as and when required basis.
- g) Toolbox meetings must be performed every morning for normal weekdays and planned overtime.
- h) The *Contractor* must be available for any plant break downs during after hours, week- ends and public holidays.
- i) The *Contractor* must be on site within 1 hour after a call out is made.
- j) All standby call out will be done through the Shift Manager.

- k) For all planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager* before work commence.
- l) All overtime worked must comply with the *Employer's* overtime policy.

5.3 Health and safety facilities on the Affected Property

- a) Medical Station and relevant staff on Site.
- b) Each workshop has a first aid box available.
- c) Yearly induction for all contractor personnel to be conducted
- d) In an emergency the contract supervisor and *Service Manager* must be 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

- a) Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- b) All *Contractors* shall comply with the *Employer's* environmental management procedures and Environmental legislation.
- c) Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.
- d) The following Environmental procedures must be adhered to;
 - 1) 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
 - 2) 14RISK ENV-013 Waste Management

Waste Management

- a) Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.
- b) The *Employer's* periodically collects waste from the bins for disposal in the correct manner.
- c) No waste should be burned or buried on site.
- d) Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

Types and colours of bins used on site:

- a) Yellow bin for domestic waste
- b) Orange bin for hazardous waste
- c) Maroon bin for scrap
- d) Green box for cartridges

- e) Blue box for recyclable paper

Radiation protection

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

Hazardous Substances

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

Environmental management

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

Handling of waste produced by the Contractor.

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

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

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

Waste from the cleaning and maintenance of equipment

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

Stockpiling of waste

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

Hazardous waste

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

Pest Control

- a) Only approved herbicides with a low environmental risk shall be used for pest control.
- b) Only registered pest controllers may apply herbicides on a commercial basis.

- c) Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, and Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

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

Air Pollution

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

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

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 Tutuka procedures.

5.5 Cooperating with and obtaining acceptance of Others

Others Occupying the Site

During the progress of the works, the *Contractor* provides reasonable access for others.

The *Contractor* shares the Working Area with Others as follows:

Civil, Mechanical, C&I and Electrical *Contractors* on the plant during the outage and maintenance opportunities as per the approved schedule for maintenance.

Interface with Others

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

Planning

Programmes are submitted in hard and electronic copy. To be accepted by the *Service Manager*.

Feedback report

A weekly written progress report will be submitted in softcopy to the Section supervisor *stating* the following:

- a) Hourly work done by each person as per task item list submitted.
- b) Standby crew requirements
- c) Defective plant list with *Employer's* notification number
- d) Authorization Status with expiry date of all responsible persons.
- e) Planned work for next four weeks, including outage.

A daily written report will be submitted in softcopy to Section supervisor stating the following:

- a) Execution plan of daily work includes breakdowns, services, and outage work. Resource Utilisation to be indicated as per task item list.
- b) All feedback on overtime work (call out time, duration, reason for call out, work executed and completion time) completed between previous normal shift and current normal Shift must be submitted to *Service Manager* before they leave site.
- c) Scaffold requirements for plant breakdowns.

Completion

This section specifies what the *Contractor* has to do for Completion.

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

- a) The *Contractor's* equipment (Cell phones with Camera's, Computers, Camera's etc.) to be declared and signed in at security.
- b) All test equipment must be calibrated and tested regularly, and certificates must be handed to the *Service Manager* for record keeping.
- c) The *Contractor* to hand in a list of all tools to be used on site and to report and indicate whenever new tools are added to the list to the *Service Manager*.
- d) All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- e) All lost equipment and tools to be declared to the *Service Manager* and full details of incident.
- f) *Employer* will provide scaffold required on the plant. *Employer* cannot be held liable for delays due to scaffold erection for *Contractor* is responsible to indicate within sufficient time in advance when scaffold will be required.
- g) The *Contractor* is responsible to safeguard its own tools and equipment.

The *Contractor* must have all the necessary equipment for the visual and detailed inspections.

The *Contractor* must have the following Equipment to preform for the day-to-day work as per the scope of work. **No additional costs will be incurred.**

- a) One High powered and high-resolution camera for structural inspections
- b) 1.5m spirit level
- c) Diesel Powered Generator 5kv and lighting system.
- d) Laser measuring device.
- e) High pressure cleaner

- f) Laser measuring device.
- g) Push wheel measuring device.
- h) Tape measures
- i) Digital callipers
- j) Safety harness
- k) Wheelbarrow
- l) Trowel
- m) Groove cutter
- n) Polishers
- o) Grinders
- p) Schmidt hammer
- q) Drones for tall structure inspection (As and when required)
- r) Geological hammer
- s) Dumping level
- t) Measuring staff
- u) Compressors
- v) Rammer compactor
- w) All hand tools including socket set and set of rings flat spanners.
- x) Heavy duty hand Grease pump
- y) Walk-behind vibrating Roller.
- z) Concrete/cement mobile drum mixer
- aa) Vibratory plate compactor
- bb) Concrete vibrator/poker
- cc) Concrete Cutter
- dd) Plumbing, carpentry, and bricklaying tools
- ee) Welding machine
- ff) Fuel driven Water pump including suction and discharge pipes.
- gg) Spades, rakes, picks and shovels.
- hh) All Electric grinders
- ii) Electric jack hammer including bits and drills.
- jj) Electrical planer, electrical hand saw and belt sander.
- kk) Galvanised Pipe thread cutter and pipe vice
- ll) Step ladders
- mm) Portable safety barricading
- nn) All Drilling machines.

- oo) Electrical extensions 220VAC
- pp) Drain rods.
- qq) Chemical anchor equipment
- rr) Painting rollers, brushes and trays

5.7 Equipment provided by the *Employer*.

- a) Rigging equipment
- b) Scaffolding

c) 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.

d) 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.

e) 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.

F) The *Contractor* must ensure that any one of his employees or Sub-contractors, 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*

Supply of electricity

The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only. All installations or equipment complies with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection. Uninterrupted supply is not guaranteed and is not grounds for compensation events. The *contractor* makes arrangements, at his own expense, to maintain continuity and quality of power supply.

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.

Compressed air

Compressed air is available for the works.

Telecommunications

The *Employer* will provide a telephone land point, but *Contractor* is responsible for its own account.

Allocated area.

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Space will be provided by *Employer* for *Contractor's* to execute work.

Contractor to provide all necessary cabins for offices and storeroom including the cable to connect to the *Employers* supply. All portable water supply and sewage connection to be included in the establishment.

Messing Facilities:

The *Employer* does not provide meals. However, the *Contractor* may make use of the Tuck shop and messing facilities on site.

On Site Toilets

Permanent toilets to serve the Power Station Terrace area are provided by the *Employer*. All the *Contractor's* Personnel are expected to make use of these facilities.

Lighting

All temporary local lighting, in accordance with the requirements of the Factories Inspector, is provided by the *Contractor* at his own expense. No local lighting is provided by the *Employer*.

5.8.2 Provided by the Contractor

- a) *Contractor* to provide and ensure safe transportation services for all his *Contractors* and it must comply to 32-93 and 32-345 procedures.
- b) *Contractor* to provide own (Coffee, sugar, milk, tea etc.)
- c) All computers / Laptops and printers' accessories needed to be provided by the *Contractor*.
- d) The *Contractor* will be responsible for the cost of all private phone calls, faxes and internet usage.
- e) The *Contractor* to provide accommodation and meals for his / her employees and costs for this to be included in the contract price.
- f) All PPE to be provided by *Contractor* and for any weather / working conditions.
- g) Provide SABS approved Safety harnesses as per the *Employer's* Safety Requirements.
- h) *Contractor* will provide a method statement to explain how the scope of work will be executed and this must form part of the returnable.
- i) *Contractor* to provide own tools and calibrated equipment to perform all work according to the scope of work including 220 or 380 VAC extensions, and lead lights, and must ensure that all tools and equipment are in good condition and safe to work with
- j) Certified copies of IDS and Qualifications to be provided by the *Contractor* on contract award.
- k) *Contractor* to submit medical certificates yearly to the *Service Manager*.

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 to previous activities done.

The *Contractor* shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the *Employer* against any claims in this regard. Upon completion of the whole of the Works the ownership of the equipment shall revert to the *Contractor*.

The *Contractor* shall maintain the equipment in good working order (calibrated) and keep it clean throughout the contract period.

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The *Contractor* shall provide a communication system acceptable to the *Employer's* Representative for use on site by the *Contractor*. The *Contractor* shall pay all charges in connection with the operation and maintenance of this service.

Housing for the Contractors Staff

No accommodation will be supplied by the *Employer*.

Parking Facilities

No sheltered parking will be supplied.

Protective Clothing

The *Contractor* shall provide, keep on site and maintain protective clothing conforming to the *Employer's* safety standards. PPE for all weather and plant conditions must be provided when required.

Accommodation

The *Contractor* provides his own accommodation off site.

Only night security is allowed to stay on site at the *Contractor's* yard if required.

Lighting

The *Contractor* provides temporary local lighting in accordance with the requirements of the Factories Inspector.

The *Contractor* shall provide additional lighting to ensure adequate lumination under all working conditions.

Recruitment of General Labour

The *Contractor* recruits 100% of all new recruits, of general labour from Standerton local municipality, using the recruitment form provided by the Department of Labour. Contact details and application forms will be provided by the *Service Manager* on request.

In an event that new recruits are not from the defined Standerton municipality, the *Contractor* needs to provide proof that the local municipality could not provide proof of such individual.

The *Contractor* needs to update the *Employer* as well as the Department of Labour, in the event that there is a staff compliment, e.g., Dismissal, resignation, etc.

The *Contractor* submits an updated monthly statistic on the 1st day of each month, using the reporting template that is provided by the *Services Manager*.

Local labour is not to be hired at the Tutuka Power Station Access gates.

Personal Protective Equipment

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

Housekeeping

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

Access permits

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

- a) Name
- b) ID Number
- c) Company
- d) 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 to the *Employers* 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:

- a) Employee Name.
- b) Employee ID Number.
- c) The *Employer's* Safety Co-ordinators signature.
- d) The *Employer's Service Manager's* signature.
- e) 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 vehicle's registration numbers.

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

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

5.9 Control of noise, dust, water and waste

- a) All necessary and relevant PPE must be used at all times when entering or working on plant.
- b) Risk assessments must be completed before commencing with any task to be current at all times (Live Document)
- c) All relevant procedures to be used at all times.

5.10 Hook ups to existing works

- **Risk Assessment:**

Contractor to Conduct a thorough risk assessment before any work at height. This involves identifying potential hazards, evaluating the risks associated with those hazards, and implementing control measures to mitigate them. Regularly review and update the risk assessment as conditions change.

- **Training and Competency**

Contractor to Ensure that all workers involved in tasks at height receive proper training. This training should cover the use of equipment, hazard recognition, safe work practices, and emergency procedures.

- **Use of Appropriate Equipment**

Contractor to Select the right equipment for the job, such as ladders, scaffolding, or aerial work platforms. Each piece of equipment has specific guidelines and limitations that must be adhered to for optimal safety. Regular inspections and maintenance of equipment are also crucial to ensure safety.

- **Fall Prevention and Protection**

Contractor to Implement fall prevention measures, such as guardrails, safety nets, and personal protective equipment (PPE) like harnesses. Ensure that all workers are trained in the proper use of fall protection systems.

- **Emergency Response Plan**

Contractor to Develop and communicate an emergency response plan that includes procedures for rescuing workers in the event of a fall or other emergency. This plan should be part of the overall safety management system.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The *Contractor* shall conduct all concrete works, geotechnical works and structural works testing in accordance with the latest standard methods and procedures as outlined by the appropriate authorities (B.S/ Euro Code equivalent, A.S.T.M, A.A.S.H.T.O, I.S.R.M, S.A.B.S / S.A.N.S).

The *Contractor* is responsible for the transportation of all samples to the laboratory as well as the testing thereof.

Any other field testing that may be required in support of the objectives of the design must be carried out with notification to the *Employer's* geotechnical/civil engineer.

5.11.2 Materials facilities and samples for tests and inspections

Not Applicable

6 List of drawings

6.1 Drawings issued by the *Employer*.

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Note:

All relevant drawings will be available from Engineering.

Multidisciplinary Civil Engineering Services, Preventative and Corrective Maintenance Contract**1. Appendix A – X17 – Low Service Damages**

ITEM	DESCRIPTION OF TASK	Measurement	DAMAGES TO BE IMPLEMENTED
Schedule	Schedule compliance	Approved plan vs actual work completed	1% of task order per day limited to 10% of the Task Order value
NCR	Responding to NCRs	Not responding to NCRs within the period of reply	R5000.00 per day limited to 10% of the Task Order value
Quality Management	QCP and Method statement for all works	Not executing work as per the approved QCP and method statement	2% of task order value limited to 10% of the Task Order value
Late arrival to work / reporting late for duty / (Start time is 7am)	When arriving after 7am, but before 8 am without valid excuse.	Per Individual per Incident	1% of monthly fixed cost per Individual
Late arrival to work / reporting late for duty / (Start time is 7am)	When arriving after 8 am without valid excuse.	Per Individual per Incident	2% of monthly fixed cost per Individual
Leave site before 16H15	Leaving site before 16H15 without permission from Service Manager in writing	Per Individual per Incident	1% of monthly fixed cost per Individual
Standby response time for call outs	If <i>Contractor</i> response time is more than the required time mentioned in the scope of work	Per incident/call-out	0.5% of monthly task order assessment value
Standby feedback for call outs	Submit required call out feedback (call out time, duration, reason for call out, work executed and completion time) before personnel leave site	Per incident/call-out	0.5% of monthly task order assessment value
PSR authorisations / HV access	Whenever Authorisations expires and not renewed in time	Per Individual per Incident	1% of monthly task order assessment value per Individual

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PSR authorisations / HV access	<i>Contractor</i> failure to acquire Authorisation due to non-attendance of arranged training or failure to pass exam after second attempt	Per Individual per Incident	2% of monthly assessment cost per Individual
Rework	Defects on completed works	Per incident	2.5% of task order value
SHEQ violation	Violation from the same individual	Violation from the same individual	First offence Disciplinary action; Second offense within same financial year (01 April – 31 March) to be dismissal (and replacement of skill by <i>Contractor</i>).
Tools	Not Having Required Tools	Per Individual	2% of monthly fixed assessment will be deducted per incident
Certificates	Company Validation Certificates Not Renewed In Time	Company	Put off site till all certification is valid and handed in to the employer and no payment for the days absent
Meetings attendance (Manager or Delegated person)	Not Attending scheduled meetings	Per Individual	First offence verbal signed warning. Second offense Disciplinary action; Third offense to be dismissal (and replacement of same skill by <i>Contractor</i>).
Meeting's attendance Contract owner (no delegation)	Not Attending scheduled meetings or requested meetings without an accepted apology	<i>Contractor</i>	NCR to <i>Contractor</i>
Transport	unavailability of Transport and Arriving Late,	Company	2% of assessment value will be deducted per incident
PM compliance	PM compliance targets not met	<i>Contractor</i>	2% of assessment value will be deducted
House Keeping	House Keeping not up to standard	<i>Contractor</i>	2% of assessment value will be deducted
Statutory compliance	Statutory compliance targets not met	<i>Contractor</i>	5% of task order value will be deducted

Multidisciplinary Civil Engineering Services, Preventative and Corrective Maintenance Contract**Appendix B – X20 – Key Performance Indicators**

	KPA	weight	KPI Measure	Score
1	Program Submission	20%	Program submitted in 2 weeks	Score = 5
			Delays in program submission from 2 weeks to 3 weeks	Score = 3
			Delays on submission for more than 3 weeks	Score = 0
2	Statutory PM Compliance	10%	Statutory PM Compliance Target \geq 95%	Score = 5
			Compliance Target < 95%	Score = 0
3	PM Compliance	10%	PM Compliance Target \geq 90%	Score = 5
			PM Compliance Target < 90%	Score = 0
4	Overtime management	10%	No over expenditures on overtime	Score =5
			Overspending on overtime	Score =0
5	Housekeeping	10%	Good housekeeping at working area and site offices	Score =5
			Poor housekeeping	Score =0

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6	Early warnings	10%	No early warning issued in 6 months interval	Score = 5
			1 early warning issued in 6 months interval	Score = 2
			More than 2 early warnings issued in 6 months	Score = 0
7	Customer Satisfaction	10%	Customer happy with service	Score = 5
			Customer not happy with service	Score = 0
8	SHEQ Compliance Violation of SHEQ	20%	No SHEQ violations in 6 months	Score =5
			1 or more SHEQ violations in 6 months	Score =0

Appendix C - Risk Register

Description of the risk		Action to avoid or reduce the risk
Risk event	Cause & possible outcome	Action to be taken and who in terms of the contract is responsible for taking it
Quality of workmanship	Failure of equipment	Eskom to approve QCP prior to work execution and sign off the required interventions as per QCP. Supplier to approve all steps within QCP for the execution of the work. The right tools should be available and used for each task as indicated in the SOW document. Training on the BMS and SANS 329 Gas practitioner are compulsory as per SOW.
Natural Disasters	Delay completion	Supplier assesses the risks that are likely and plan accordingly.
Injuries to personnel	Plant maintenance compromised	<i>Contractor</i> to ensure pre-job briefings are regularly conducted and attend safety meetings as scheduled. Risk assessments are done, and LAR are taken before any work is done. FFR and PSR training are compulsory as stipulated in the NEC and SOW. Eskom approved PPE for all staff members should be available and correctly worn.

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Site establishment	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ESKOM representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily.
Noise	Health Risks ; Noise induced hearing loss	Baseline and annual audiograms are to be conducted. <i>Contractors</i> are to implement a hearing conservation programme and issue staff with hearing protection and provide the necessary training in this regard. <i>Contractors</i> to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ESKOM's Project Leaders written permission.
Construction works/ Trenching.	Damage to underground services. Interruption of critical services	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision
Lack of signage – warning signs	Injuries and accidents	<i>Contractors</i> to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if
Overhead works	Injuries, vehicles, property damage by falling items.	Fall protection plan required as per the Construction Regulations 2014.
Waste management	Illegal dumping / Environmental impact	Temporary laydown areas to be identified and no illegal dumping is permitted.
Construction works.	Working at Height - Injury /fatality	Fall protection plan to be devised by the <i>Contractors</i> in line with the Construction Regulations 2014. Rescue plans are to be included.