

Provision of Telephone Management System for Matla Power Station



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC LIMITED**
(Reg No. 2002/015527/06)

and

for **Provision of Office Telephone Management System to
Matla Power Station for a period of three (3) years..**

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**No of
pages**

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Part C3 Scope of Work

CONTRACT No.

Provision of Telephone Management System for Matla Power Station

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:

Provision of Office Telephone Management System to Matla Power Station for a period of three (3) 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	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(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:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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*.

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shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Date

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

Provision of Telephone Management System for Matla Power Station**Schedule of Deviations to be completed by the *Employer* prior to contract award**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf
ofName &
signature
of witness

Date

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		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
		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	Matla Power Station Delmas Road Kriel 2270
	Tel	
	Fax	

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e-mail

11.2(2)	The Affected Property is	Matla Power Station.
11.2(13)	The <i>service</i> is	Provision of Office Telephone Management System
11.2(14)	The following matters will be included in the Risk Register	Damage to Eskom Property, TMS system down time etc. and all other risks will be identified prior and addressed and registered during the Risk Register meeting that will take place as agreed between the parties
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings (if applicable) 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	05 days including weekends and public holidays.
2	The Contractor's main responsibilities	All information regarding contractor responsibility is Stipulated in Scope of work
21.1	The <i>Contractor</i> submits a first plan for acceptance within	one week of the inception of the Contract Date.
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	Sixty (36) months
4	Testing and defects	
42.1	Notifying and correction of defects	The Contractor corrects a Defect whether the Service Manager notifies him of it or not
42.2	Defects correction period is	Defect Correction Period is within (7) seven days after notification of the defect and the defects date is (52) fifty-two weeks after the respective Task Order Completion Date
42.3	Access to site to correct defects	The Service Manager arranges for the Employer to allow the Contractor access if it is needed for correcting a Defect
5	Payment	
50.1	The <i>assessment interval</i> is	Between 15- 25th 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	Thirty (30) Calendar days after the signed assessment by both Parties and a valid Tax Invoice submitted by the Contractor.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from

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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

6	Compensation events	All Compensation Events are to be managed as per core clause 6 of the NEC3 TSC
7	Use of Equipment Plant and Materials	To be managed as per core clause 7 of the NEC3 TSC
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Natural disaster 2. Industrial action 3. Community Unrest
9	Termination	To be managed as per core clause 9 of the NEC3 TSC
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	02 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	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

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- 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 proportions used to calculate the Price Adjustment Factor are: <table><tr><td>Descrip tion of Work</td><td>Proporti on %</td><td>Source of Index (CPI, PPI, SEIFSA)</td><td>Index Table</td></tr><tr><td>Non- adjusta ble</td><td>15%</td><td>SEIFSA</td><td>FIXED</td></tr><tr><td>Hourly Paid Labour</td><td>60%</td><td>SEIFSA</td><td>C3</td></tr><tr><td>Transp ort</td><td>15%</td><td>SEIFSA</td><td>L2</td></tr><tr><td>CPI</td><td>10%</td><td>SEIFSA</td><td>D3</td></tr><tr><td colspan="4">Total 100%</td></tr></table>	Descrip tion of Work	Proporti on %	Source of Index (CPI, PPI, SEIFSA)	Index Table	Non- adjusta ble	15%	SEIFSA	FIXED	Hourly Paid Labour	60%	SEIFSA	C3	Transp ort	15%	SEIFSA	L2	CPI	10%	SEIFSA	D3	Total 100%				One month prior to tender closing date and will be subject to a monthly escalation after stipulated period	
Descrip tion of Work	Proporti on %	Source of Index (CPI, PPI, SEIFSA)	Index Table																								
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CPI	10%	SEIFSA	D3																								
Total 100%																											
X2	Changes in the law	Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date.																									
X13	Performance Bond	N/A																									
X13.1																											
X17	Low service damages																										
X17.1	Any damages that are caused by the <i>Contractor</i> will be deducted from the <i>Contractor</i> during assessment. Below is a table with the risks and penalties: <table><tr><td>NO</td><td>Risk</td><td>Effect</td><td>Penalties</td></tr><tr><td>1.</td><td>Down Time Exceeding agreed upon down time</td><td>This will affect accurate billing</td><td>1% of the Invoice value will be deducted</td></tr><tr><td>2.</td><td>Unavailability of qualified support Technician as per the technical evaluation criteria</td><td>Non-compliance to the signed contract agreement</td><td>NCR will be issued against the service provider and three consecutive NCR's for the same issue will lead to termination of the contract</td></tr></table>			NO	Risk	Effect	Penalties	1.	Down Time Exceeding agreed upon down time	This will affect accurate billing	1% of the Invoice value will be deducted	2.	Unavailability of qualified support Technician as per the technical evaluation criteria	Non-compliance to the signed contract agreement	NCR will be issued against the service provider and three consecutive NCR's for the same issue will lead to termination of the contract												
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X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • 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 in the <i>Employer's</i> assets and works / maintenance policies available on request from Eskom Group Insurance
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	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • 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 service period.
X19	Task Order	
X19.1	Providing the Service	The Service Manager shall consult the Contractor about the contents of a Task Order before he issues it. When a Task Order is issued, the priced list of items for the Task complies with those in the Price List and the work involved is within the Service Information. An instruction to carry out a Task is not a compensation event.
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Five days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Provision of Telephone Management System for Matla Power Station**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 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** means, as the context requires, the *Contractor*, or any member thereof in the case of

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Party 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.

Z4.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z4.2 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.

Z4.3 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.

Z4.4 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.

Z5 Confidentiality

Z5.1 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.

Z5.2 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*.

Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z5.4 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*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Provision of Telephone Management System for Matla Power Station**Z6 Waiver and estoppel: Add to core clause 12.3:**

- Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 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 and must comply with the provisions of the HCS Regulations in GNR 1179 of 25/08/1995 as amended in 2003.
- Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 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.
- Z8.2 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.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

- Z9.1 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.

Z10 Employer's limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a business rescue order granted against it.

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

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

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injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	
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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 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

Provision of Telephone Management System for Matla Power Station

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 4hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z13.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z13.2 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 Z13.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z13.3 The *Employer* manages asbestos and ACM according to the Standard.

Z13.4 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.

Z13.5 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.

Z13.6 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.

Z13.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a

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registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Z14 Security Clearance/ Criminal Checks

These clauses are not only, but are especially, applicable for accessing critical infrastructure in terms of the Critical Infrastructure Protection Act, 2019 (previously referred to as National Key Points), but may include other sites, and/or where persons are rendering a service or have given notice of intention to render a service to an organ of state, which service may (1) give him or her access to classified information and intelligence in the possession of the organ of state; or (2) give him or her access to or information concerning areas designated as critical infrastructure.

Z14.1 The *Contractor* and its subcontractors implement risk and security management processes and measures to mitigate any threats against any premises, installations or sites, systems, or information of the *Employer* with only persons with criminal verification record security clearance certificates being given access after verification of these and identifying documents by the *Employer's* security system.

Z14.2 The *Contractor* provides, at the *Contractor's* cost, to the *Employer*, criminal verification record security clearance certificates for each person the *Contractor* or its subcontractors requires to access any premises, installations or sites, systems, or information of the *Employer*, with copies of their identifying documents, such as passports, before allowed such access by the *Employer*. The *Employer's* refusal to allow access to premises, installations or site/s, systems or information is at the *Employer's* sole discretion and is not a compensation event.

Z14.3 The criminal verification record security clearance certificates provided are to have been issued by a service provider which is to be a reputable screening company accredited by the South African Police Services, are to be no older than four weeks since issue and valid for as long as each person is required to access premises, installations or sites, systems or information. The *Employer* may require updated certificates and identifying documents every 26 to 52 weeks, subject to safety and security concerns and the risk rating of the works or services undertaken and/or premises, installations or sites, systems or information.

Z15

Z15.1 For the purposes of this clause, the terms "Data Subject", "Personal Information", "Processing" and "Regulator" and "Responsible Party" have the meanings given to them in the Protection of Personal Information Act, 2013 ("POPIA").

Z15.3 Each Party shall always comply with POPIA when performing its obligations under this contract and shall not perform any of their respective obligations under this contract in such a way as to cause the other Party to breach any of that other Party's obligations under POPIA.

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- Z15.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this contract:-
- Z15.4.1 all necessary fair Processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject's Personal Information and to provide a link (for example, <https://www.eskom.co.za/about-eskom/website-terms-and-conditions/>) to the other Party's Privacy Statement or to include a statement that the other Party's Privacy Statement can be found on the other Party's corporate website; and
- Z15.4.2 all necessary steps have been taken to ensure that Shared Personal Information has been collected and processed in accordance with the principles set out in POPIA, including in particular those relating to:
- lawful, fair and transparent Processing;
 - specified, legitimate and explicit purposes of Processing; and
 - adequate, relevant and not excessive Processing.
- Z15.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:
- Z15.5.1 the other Party's Processing of the Shared Personal Data; or
- Z15.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this contract,
- it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.
- Z15.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns Processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:
- Z15.6.1 promptly and without undue delay forward the request to the other Party; and
- Z15.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.
- Z15.7 Each Party acknowledges that the other Party may disclose Shared Personal Information to any Regulator or law enforcement authority with jurisdiction to request access to the Shared Personal Information.
- Z15.8 Neither Party discloses or otherwise makes available the Personal Information to any third party (including sub-contractors, but excluding its authorised employees who require access to such Personal Information strictly in order for the Parties to carry out their obligations pursuant to this contract), unless a Party has provided, to a requesting Party, its prior written consent to do so, and the requesting Party has submitted to the other Party (consenting Party), to its satisfaction, a copy of a written contract or undertaking that the requesting Party has entered into with a third party for the protection of Personal Information of the Data Subjects or unless there is an applicable exemption in terms of the law to process or further process the personal information.

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	PART C3 Of this NEC
21.1	The plan identified in the Contract Data is contained in:	PART C3 Of this NEC
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

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

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Responsibilities:

Qualifications:

3	Name:	Mulalo Makuya
	Job:	Site Manager
	Responsibilities:	Managing resources and Office Cleaning activities
	Qualifications:	N6 , Building and Civil Engineering
	Experience:	5 years Supervisory Experience

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A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R

PART 2: PRICING DATA**TSC3 Option A**

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

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

Identified and defined terms 11
11.2

(12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- Where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

Provision of Telephone Management System for Matla Power Station

- 1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
- 2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- 3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
- 4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.
- 5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 73 of 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*

PRICE LIST

Item	Description	Unit	Quantity	Rate	Amount
1	Section 1 - Preliminaries and General				
1.1	Safety file	Annually	3		
1.2	Medicals (4 Employees)	Annually	3		
1.3	Police Clearance (4 Employees)	Annually	3		
1.4	PPE (4 Employees)	Annually	3		
	Sub - Total				
2	Section 2 - IT Works				
2.1	Once Off Setup and configuration - Direct Connection through Eskom IT	Once Off	1		
	Sub - Total				
3	Section 3 - Ad Hoc				
3.1	Call Out Fee (Travelling)	Km	3600		
3.2	Labour (Technician x 1 No)	Hours	96		
	Sub - Total				
4	Section 4 - Service				
4.1	Site Connection and Call collection	Monthly	36		
	Sub - Total				
Total Excluding VAT					

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

Provision of Office Telephone Management System to Matla Power Station

Service information

1. Description of the service

Executive overview

Provision of Office Telephone Management System to Matla Power Station for a period of three (3) years.

DETAILS FOR CLEANING SERVICES

General Scope of Telephone Management System(TMS)

Service Information

Matla Power Station intends to enter a contract for Telephone Management System(TMS) with a well-established Telecommunication company to track and control Telephone usage and spending daily for a period of 3 years .

This Web- based Telephone Management System software should extracts data from a telephone system (usually digital) and provides detailed information on calling behavior, specifically with regards to telephony costs. The TMS system should provide a holistic view of all costs associated telecommunications spend

C3.1 Service Information

SCOPE OF WORK

New system to be installed at Matla Power Station with multiple PBX and IP PABX. The TMS system must have capability to allow Multiple user logins to the web site which will allow multiple users to view the data simultaneously. These user logins can have limited access to data and functionality. The system should have multiple tier hierarchy for easy grouping of business Departments and Sections.

Automated reporting will be based on each tier in summary or detailed format, automated scheduled reports may be customised as per End User requirements. Multiple costings per call will enable statistical analysis of call costs on a Carrier Vs Carrier basis. The systems should also have private number suggestion report.

The system must have a user-friendly interface for easy access to comprehensive reports and analytics,

System Capability

- Automated reporting
- View and manage telephone calls from any web-based device
- System must be compatible with most web browsers including internet explorer.

Google, Chrome, and Firefox.

- monitoring and analysing call data and trend reporting of expenditure
- Cost allocation
- Automated notifications to users/managers

Provision of Office Telephone Management System to Matla Power Station

- **Control private vs business usage**
- **Manage abuse**
- **Build intelligent and integrated databases**
- **Manage exceptions**
- **Call barring functionality**
- **Custom alerting will be based on unauthorised Numbers, cost, duration and Budget**

The system must be able to do:

- **Automatic software upgrades.**
- **Automatic cost table adjustments.**
- **Automatic alerts on the installation integrity: if connection to Site is lost or should the PBX system stop sending call detail records**
- **System must be able to provide report on all calls made during the month for an estimated 800 lines.**
- **The system should be able to register telephone numbers and separate between employee numbers, private numbers, business numbers and the numbers of suppliers.**
- **The system must provide different reporting options:**
 - ☐ **Quick reports**
 - ☐ **Detail reports for all calls made by each extension with incoming, outgoing calls to be identified as well as the time for each call.**
 - ☐ **Summary report of each call that was made per individual and department for the month**
 - ☐ **Top 40 calls made for the month report**
 - ☐ **Private number suggestion report**
 - ☐ **Customized reports on request**
- **Must be able to manage and maintain departments**
- **Monitor of system 24 hours**
- **Redundancy system to be available / back up services to be available**
- **Disaster recovery methods to be in place**
- **Minimum of 2 user logins that are password protected**
- **Reports to be scheduled and forward automatically via email to the individual telephone extension users on a monthly basis.**
- **Weekly budget notification and reporting of miss use via email to the administrator**
- **Bulk process of call records including cost comparison reporting to be available**
- **Storage of database for at least a year**
- **Calls to be collected directly from the PABX via LAN.**
- **Soft Dongle: Hardware is required for authentication, but the collection of calls is done via the LAN.**

Table A MEETINGS

TITLE AND PURPOSE	APPROXIMATE TIME & INTERVAL	LOCATION	ATTENDANCE BY:
Contract Management Meeting: Overall contract progress and feedback.	Quarterly - 13h00 to 15h00	To be confirmed	<i>Contractor, Employer's rep, and Contract Supervisor</i>
Assessments	15 th of every month - 13h00 to 14h00	Offices Services/to be confirmed	<i>Contractor and Employer's Manager</i>

Provision of Office Telephone Management System to Matla Power Station

Monthly SHE meeting	Monthly date and time to be communicated by Safety Department	To be communicated by Safety Department.	<i>Contractor Safety Officer, Contractor SHE rep, Contractor Site Supervisor and Contractor Site Manager</i>
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Meetings

All meetings will be chaired and co-ordinated by the relevant people. Records i.e. minutes and signed attendance registers of these meetings shall be submitted to the *Service Manager* by the person conveying the meeting within five (05) working days after the meeting.

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 (05) 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. Records of these meetings shall be submitted to the Department that requested the meeting and copy the *Service Manager* by the person convening the meeting within five days of the meeting. ANY OTHER MEETING THAT IS NOT SPECIFIED ABOVE, THE CONTRACTOR TO INFORM THE EMPLOYER AT LEAST ONE (01) DAY BEFORE THE SITTING OF THE MEETING.

2.1 Contractor's management, supervision, and key people

An organogram to be supplied by the contractor depicting resources for the following functions:

- Site Technician , with all the skills as in the service information.
- All Staff needed for the day-to-day operation of the Telephone Management system

2.2 Contractor's management, supervision, and key people.

The *Contractor* shall supply the contract organogram of all names and surnames, addresses, contact details, lines of authority and roles of all employees involved in the contract. Should there be any changes, the *Contractor* to submit changes to the *Service Manager* within 07 working days after changes have been made.

The *Contractor* will be required to ensure the following throughout the contract:

- That he provides constant services in all areas where work is being performed.
- The *Employer's Rep.* must approve in writing any change to staff structure including names and after such approval, the *Contractor* shall submit an updated staff structure to the *Service Manager*.
- ***The Contractor Employees to be always visible on the plant to ensure work is carried out safely and according to the requirements of the works information.***
- The *Contractor* ensures that before any work is carried out does the necessary risk assessments and informs his staff of what is to be done and ensures the work can be carried out safely.
- It is the responsibility of *Contractor's Site Technician or any other contractors employees* to always inform the *Service Manager* in writing when he or she plans to visit site for any reason via email or cell-phone small message service -
- The *Contractor* ensures that his staffs is always available to attend to any issues with the Telephone Management system.

2.3 Documentation control.

Provision of Office Telephone Management System to Matla Power Station

All correspondence between the *Contractor Owner*, the *Service Manager* and the *Site Technician* will be done in writing following these rules.

- All work planning, letters etc. bears the sender's signature.
- **All letters to have a valid company logo or letter head.**
- Correspondence sent via E-mail:
- Call for service requests will be done via email or portable phone communication as it will be an everyday thing, the won't be a need for writing a letter.
- The letter is to be saved in PDF format and sent as an attachment to the receiver.

No other forms of correspondence are acceptable, nor will it be deemed contractually binding.

All correspondence not transmitted with one of the methods described above will be deemed as informal communication and not contractually binding. Only when a correspondence has been acknowledged for receipt by the receiver by the above will be deemed contractually binding.

2.4 Provision of bonds and guarantees

N/A

2.5 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Finance Department, Matla Power Station Finance department and include on each invoice the following information:

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

Payment will be based on services rendered as in the pricing list.

The *Contractor* supplies an invoice on the agreed format with details as above to financial accounting.

Where CPA is applicable it must be shown separately on its own invoice. Any compensation events will be dealt with according to the NEC process and invoiced on its own Task Order reference, 45 number and invoice. To ensure prompt assessments, the assessment will be done on the information available on the actual cost spread sheets. The backup invoices must be available before the next assessment date for final corrections. All invoices must show the *Contractor's* order numbers. The assessment must show all the lines as loaded on the SAP system. The *Contractor* keeps record of all the original backup invoices and records and allows access to such, as required by clause 52.2 and 52.3 of the *conditions of Contract*. The *Contractor* supplies copies with each assessment.

For any outsourced scope of work the *Contractor* provides motivation to the *Service Manager* for acceptance prior to commencement of work.

2.6 Contract change management

N/A

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

N/A

2.8 Insurance provided by the *Employer*

N/A

2.9 Training workshops and technology transfer

Provision of Office Telephone Management System to Matla Power Station
Service Provider is to provide Telephone Management System training to Office services personnel and other personnel deemed necessary.

2.10 Design and supply of Equipment

N/A

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

2.12 Equipment

All equipment paid by Employer becomes assets of Matla Power Station and at the end of the contract they are to be handed over to the Service Manager.

2.13 Information and other things

All documentation supplied by the *Employer* as well as all documentation filled by the *contractor* such as time sheets, legal documentation and disposal certificates where used, must be submitted to the *Services Manager* at the end of each works.

2.14 Management of work done by Task Order

All work requested by the *Service Manager* will be done by issuing a task order annually. This may include emergency work. The Contractor needs to supply the *Service Manager* with the contents of the Task order. This must include the description of the work, price list as well completion date. After consultation the Service Manager will issue the task order.

1. 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 to this Service Information.

3.1.1 SAFETY:

- The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993.
- The *Contractor* complies with the *Employers* Plant Safety Regulations.
- The *Contractor* complies with the Safety, Health & Environmental Procedure

3.1.2 Safety Plan

The *Contractor* maintains a safety plan in accordance with the OHSAct.

The *Contractor* provides safety statistical information on a weekly basis to the *Service Manager*, every Wednesday. Details of the reporting format and information required are obtained from the *Service Manager*.

3.1.3 Standard Isolation Procedure

The *Contractor* designs a standard isolation procedure for the use of his workforce which will be submitted to and accepted by the *Service Manager* 01 week before the *possession date* of the Plant. This will serve as a training and reference guide. The purpose is to impress upon his workforce the importance of safety in preventing injury to personnel or damage to plant. The safe start up and shut down sequences and step-by-step isolation sequence must be listed in the procedure, in-line with the *Employer's* Plant Safety Regulations and requirements.

3.1.4 Permit-to Work Arrangements

Provision of Office Telephone Management System to Matla Power Station

The *Contractor* operates under the Permit-to-Work system with lock-out facilities in accordance with the *Employer's* Plant Safety Regulations where needed.

3.1.5 Safety System

The *Contractor* will operate and maintain the prescribed safety system by the *Employer*. There will be a 'as-and-when required' compliance SHE audit done by the *Employer's* Safety Risk Department. Over and above SHE audits, the department of labour will conduct their compliance audits and the supplier must be compliant at all times and failure to comply with the department of labour requirements might result in the contract termination.

3.1.6 Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel always wear the relevant branded personal protective equipment as required for each task. Only SABS approved safety clothing/equipment is allowed to be used as in the pricing list.

3.1.7 Plant Safety Regulations of the *Employer*

- The *Contractor* shall conform to the *Employers* Plant Safety Regulations and the Operating Regulations for High Voltage Systems.
- The *Employer's Rep.* will apply for permit for the cleaning operation.
- The *Employer* shall, on request, make available a copy of the latest revision of the Plant Safety Regulations and Operating Regulations for High Voltage Systems to the *Contractor*.

3.1.8 Health and Safety Arrangements

- The *Contractor* must ensure that all his personnel attend the *Employers* Health and Safety Induction Course prior to starting with any work. The Induction Course is presented by the *Employer's* Safety Risk Department. Arrangements are to be made with Safety Risk Management through the *Service Manager* by the *Contractor*.
- Where new staff members join the contractors crew, they need to attend the induction course and the safety file updated accordingly before they start work.
- The *Contractor* shall comply with the guidelines set out in the *Employers* Safety Manual. The sheet on the first page must be completed by the *Contractor* and submitted to the *Service Manager* before starting any work. This sheet will be valid for the duration of the contract.
- Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and equipment comply with the *Employers* 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* shall implement additional health and safety precautions where necessary.

3.1.9 Fire Precautions

- Any tampering with the *Employer's* fire equipment is strictly forbidden.
- All access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment must always remain accessible.
- In case of fire, the *Contractor* reports the location and extent of the fire to the *Employers* Electrical Operating Desk at extension 6435.
- The *Contractor* takes the necessary action to safeguard the area to prevent risk to plant and personnel and the spreading of the fire.
- The *Contractor* takes the necessary action to prevent any veld fires from starting.

3.1.10 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 *Employer's rep.* must be informed immediately of any medical or disabling injury or any other first aid treatments incident. Any damage to plant and equipment with or without risks to production must be reported to the *Service Manager* immediately.

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- 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.

3.1.11 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 a mandatory to assume the duties and responsibilities to the Contract. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

- The *Contractor's* person appointed on the form in Annexure 9 is a competent person as defined in the General Machinery Regulations, Section 2.1 of the Act.
- The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.
- The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
- The *Contractor* shall appoint a person who liaises with the *Employers* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:
 - Supply the *Employers Safety Officer* with copies of minutes of all Health and Safety Committee meetings, whenever required.
 - Supply the *Employers 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 *Employers Safety Officer* of any changes thereto.
- The *Employer* may, at any stage during the duration of this contract:
 - Perform safety audits at the *Contractor's* premises, its work place and its employees;
 - Refuse any employee, subcontractor or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
 - Issue the *Contractor* with a stop work order or a compliance order 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 and all Regulations made there under as well as the entire *Employer's* Safety and Operating Procedures.
- Any stop work order resulting from the stipulations of the above going clause is not a compensation event. Furthermore, no reasonable amendments to the act or the Regulations or 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*.

3.1.12 Radiation protection

N/A.

3.1.13 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 the safety data sheet with sufficient information 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 *Contractor* to request the supplier to supply the information for all hazardous chemicals to be used for the *works*. If the information is not available, the items are not be allowed on site. All the hazardous chemical substances must be on register in the store with the relevant safety data sheets. This applies to items supplied by the *Employer* as well.

3.1.14 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 *site*, the goods, services or *works* supplied will also conform to the *Employer's* environmental specifications.

3.1.15 Housekeeping

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

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3.1.16 Environmental constraints and management

3.2.2 LAND MANAGEMENT

3.2.2.1 Veld fires

The *Contractor* takes all precautions to prevent fires. A veld fire management plan, reporting etc., is submitted to the *Service Manager* 2 weeks after the Contract Date for acceptance.

3.2.3 Relevant Legislation

The following is a list of some of the relevant legislation and other environmental documents at the time of the compilation of this document:

- **South African Acts:**

The Contractor must ensure compliance to the following at all times:

i) South African Acts:

- The Environment Conservation Act (Act 73 of 1989) NEMA
- The Atmospheric Pollution Prevention Act (Act 45 of 1965) NEMWA
- The Occupational Health and Safety Act (Act 85 of 1993)
- The Road Traffic Act (Act 29 of 1989) NWA
- The Health Act (Act 63 of 1977) CARA
- The Hazardous Substances Act (Act 15 of 1973) NEMBA

3.2 Quality assurance requirements

Quality management shall comply with the Employers standard –Quality requirements for engineering and construction works and ISO 9001.

The *Contractor* will be required to have the necessary Quality Control Plans with the work Packages for each job activity pertaining to this Scope of Supply.

Quality Assurance will be monitored by the *Employer's* representative and feedback to be given weekly at the meeting.

4. Procurement

4.1 Minimum requirements of people employed

All people used for the service will be properly trained and authorised according to their positions. The *Service Manager* will have access to all documentation such as attendance registers as well as personnel files to verify qualifications.

4.2 BBBEE and preferencing scheme

Preference is given to South African companies as possible sub-contractors. Local resources are to be utilised where possible.

A predetermined and mutually agreed value of this contract, at the Contract date, is attributed to Eskom Holdings Limited classified Black Economic enterprises (BEE) / small Medium & Micro enterprises (SMME) or Black woman Owned (BWO) enterprises.

The value attributed to such enterprises is monitored by the *Contractor* and submitted to the Service Manager for acceptance by means of a statement of expenditure.

4.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.4 People

4.4.1 Minimum requirements of people employed

All people used for the service will be properly trained and authorised according to their positions as in the technical evaluation criteria and price list. The *Service Manager* or *Employer's rep.* will have access to all documentation such as attendance registers as well as personnel files to verify qualifications.

4.4.2 BBBEE and preferencing scheme

Preference is given to South African companies as possible sub-contractors. Local resources are to be utilised where possible.

A predetermined and mutually agreed value of this contract, at the Contract date, is attributed to Eskom Holdings Limited classified Black Economic enterprises (BEE) / small Medium & Micro enterprises (SMME) or Black woman Owned (BWO) enterprises.

The value attributed to such enterprises is monitored by the *Contractor* and submitted to the Service Manager for acceptance by means of a statement of expenditure.

4.4.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.5 Subcontracting

4.5.1 Preferred subcontractors

Preference whenever possible on all sub-contracting work shall be allocated to BWO's, SMM's and BEE's. The *Employers* definitions for these categories of companies apply. The *Employer* will monitor closely the sub-*Contractor* and the sub-*Contractor's* safety file to be valid at all times.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* submits a detailed list and proposed contract data of subcontractors to be used, including labour hire and closed corporations with their tender for approval.

If new sub-*Contractors* are going to be used during the contract duration their details need to be supplied to the *Service manager* for approval before they are used.

4.2.3 Limitations on sub-contracting

The utilisation of labour and sub-contractors of the local community is recommended. Take note that no labour is to be hired at Majuba Power Station and Majuba Security gates.

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4.2.4 The *Employers* sub-Contractors

Sub-Contractors used by the *Employer* will visit the site to carry out inspections and maintenance on request from the *Contractor* and the *Employer*.

Sub-Contractors may change from time to time due to their agreements with the *Employer*. The amount of subcontractors might also increase or decrease from time to time.

4.5.2 Subcontract documentation, and assessment of subcontract tenders

The utilisation of labour and sub-contractors of the local community is recommended.

Take note that no labour is to be hired at Majuba Power Station and Majuba Security gates.

4.5.3 Limitations on sub-contracting

Subcontractors used by the *Employer* will visit the site to carry out inspections and maintenance on request from the *Contractor* and the *Employer*.

Subcontractors may change from time to time due to their agreements with the *Employer*. The amount of subcontractors might also increase or decrease from time to time.

4.6 Plant and Materials

4.6.1 Specifications

The integrity of all the services offered by the *Contractor* must not be affected.

4.6.2 Correction of defects

Where the integrity was affected and damage is evident caused by the *Contractor*, the *Contractor* will be liable and held responsible for the repairs to the *Employer's* satisfaction.

4.6.3 *Contractor's* procurement of Plant and Materials

All plant and materials required by the *Contractor* to be supplied by the *Contractor*

4.6.4 Tests and inspections before delivery

N/A

4.6.5 Plant & Materials provided “free issue” by the *Employer*

The *Employer* does not supply anything for the works.

5 Working on the Affected Property

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

- The *Contractor* applies for access permits (*Contractor's* Permit) to the *Employer's Rep.* The *Contractor's* personnel shall be required to be always in the possession of a *Contractor* Permit.
- All *Contractor* personnel shall be issued with a access permit card - *Contractor* Permit card which will contain the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- All *Contractor* permits must be submitted to Protective Services when the workers leave the Site during or after completion of the works.

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- In order to assist Protective Services with the issuing of permits and the identification of personnel on Site, the *Contractor* is to supply a list of all personnel that he intends using on Site, at least 48 hours prior to entering the Security area. This list must be delivered to the *Service Manager*. The list identified with the *Contractor's* name, is to contain the following information:
 - Employee Name.
 - Employee ID Number.
 - Eskom Safety Co-ordinators signature.
 - Eskom Service Manager's signature.
 - Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- The list of details has to be completed on the special form appended to the *Contractor's* Safety Manual.
- To speed up the process of gaining access to the Site, the *Contractor* must compile detailed lists of all tools and equipment to be taken on Site before arriving at the Power Station Security gate. A special tool and equipment list form is available at Protective Services. An authorised copy of this list must be retained and used again when the tools and Equipment is removed from Site during or after completion of the works. Any item on site without this approved list will be deemed to belong to the *Employer*.
- The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times. Application forms for visitors must be filled in by the *Contractor's Supervisor* and approved by the *Employer*, one day before the visit and submitted to the *Employer's* Protective Services office. Visitors will not be allowed on Site if the necessary forms are not in the possession of security staff.
- 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 unauthorised vehicles will be allowed on Site. The *Contractor* provides vehicle application to the *Service Manager* for acceptance.
- 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 strictly prohibited, except for loading proposes.
- No recruiting of casual labour may be done on Eskom premises, including the area outside the security gates.

5.2 People restrictions, hours of work, conduct and records

There are no restrictions on the working hours. The *Contractor* will be required to supply a service that covers a 24 hours per day 07 days a week for the works as per the works information.

For any planned overtime requirements on the system, approval must be granted by the *Service Manager* prior to work commencing. Where callouts are concerned, and emergency overtime is required it is reported first thing the following morning to the *Service Manager or the Employer's Rep*. The *Contractor* must manage the overtime so as to ensure no unnecessary overtime is worked and abused and the legislated maximum (60 hrs.) is not overrun.

5.2.1 Normal Working hours:

The *Contractor* will follow Matla Power Station's working hours as predetermined by Service Manager and working conditions must comply with the labour laws. The *Contractor* ensures stringent record keeping of all persons on site, sick and on leave and only hours worked will be paid.

5.2.2 Standby Requirements - unplanned overtime:

This Contract will require staff to be available after normal working hours -unplanned overtime. The *Contractor* will be required to have a standby team available throughout the term of the contract on a weekly basis (52 weeks per year) depending on the work to be performed.

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The duration per call can be calculated on an 08 hour basis and 08 call outs per month; however the durations and frequency will vary depending on the work required to be done. The *Contractor* takes note that the callout will depend on the nature of work and it may not require all people at the same time and hours worked will be booked per call.

- OR will notify the *Contractor* of any emergency/call out
- *Contractor* will respond to SOR or the *Employer's Rep.* within 01 hour.
- *Contractor* employees should request to see the defect on arrival at SOR.
- *Contractor* employees to get instructions from SOR and sign in on the call out register
- After the work is completed, *Contractor* employees should go back to SOR to sign out on the call out register.
- The *Contractor* is obliged to perform duties as outlined in this contract at all times, including overtimes and call outs.
- Signed call out registers, together with the defect to be submitted to the *Service Manager* on the following day after the call out was done.
- The call outs register to be signed by the Shift Manager/Unit Shift Supervisor and the *Contractor* Site Supervisor/ *Supervisor*.
- No unsigned call out registers will be accepted by the *Service Manager*.

5.3 Health and safety facilities on the Affected Property

- The *Employer* does have a Medical centre on site with an ambulance service and trained medical personnel in case of emergencies.
- Also on site is a Fire service with a fire truck and trained Proto team members for emergencies.

Note

Intoxicating substances:

- No alcohol will be allowed on site. Any person found in possession or under the influence (more than 0 as Matla's standard is zero tolerance) of any intoxicating substance will be removed by the *Contractor*.

5.4 Environmental controls, fauna & flora

The *Contractor* adheres to all Environmental legislation.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* will have to interface with others during his contract period and is required to co-operate with the Eskom personnel and or other *Contractors*.

5.6 Records of *Contractor's* Equipment

The *Contractor* will keep record of all his equipment used on site. Such records will state serial numbers as well as safety certificates and all safety inspection sheets. This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

5.7 Equipment provided by the *Employer*

The *Employer* will provide no equipment but in an emergency the *Contractor* can discuss with the *Employer* certain needs for assistance.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

- Power reticulation on some of the sites limited to 380V - 100As. This will be available in emergency only.

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- Potable water to the site.
- The *Employer* will supply an area for site establishment in some areas if needed.

5.8.2 Provided by the *Contractor*

- *Contractor* to provide all tools, equipment, machinery, stationery and site office as required.
- The *Contractor* shall ensure that the people on shift have reliable communication with the *Employer's* representative.
- All vehicles, machinery, electrical supply in the form of generators and other equipment needed for the works. All equipment will be registered and all drivers to be authorised.
- The *Contractor* supplies all fuel and all other consumables.
- The *Contractor* arranges his own accommodation for his staff.
- The *Contractor* arranges his own security.
- Site office and locker room.

5.9 Control of noise, dust, water, and waste

- Control of above to be done to prevent any negative influence on others as well as the community.

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6.1 Constraints on how the *Contractor* Provides the Works

6.1.1 Plant Safety Regulations

The *Employer* shall, on request from the *Contractor*, isolate required plant from all sources of danger as described in the Plant Safety Regulations.

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

The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Worker's Register prior to working on the plant.

6.1.2 Power supply arrangements

The *Contractor* must provide his own portable 380V electrical distribution boards, and supply cables to and from the boards for all his power supply requirements to execute the services.

Contractors' Electrical Distribution Boards shall comply with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought on site shall have a certificate of compliance issued by an accredited person.

The *Contractors'* Electrical Distribution Boards must be installed at a time negotiated with the Contract Manager, or prior to the possession date. Distribution boards will be connected to a 380V three phase AC power supply by the *Employer*, only after the *Contractor* has submitted the valid certificate of compliance.

All *Contractors'* Electrical Distribution Boards must be earthed to the steel structure of the plant.

6.1.3 Security arrangements

The *Contractor* applies for access permits (*Contractor's* permit) at the Security gate on the start date of the contract. The *Contractor* personnel shall be required to be always in possession of an access permit.

To assist Protection Services with the issuing of permits and the identification of personnel on site the successful *Contractor* is to supply a list of all personnel that he intends using on site, at least 72 hours prior to entry of the Security Area. This list must be delivered to Protection Services.

The list, identified with the *Contractor's* name, is to contain the following information:

- Employee name
- Employee ID Number
- The *Employer's* Safety Coordinator's signature
- Ops Support Manager signature
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

Access permits must be returned to protection services when the worker/s leave the site, either after completion of the services, or upon earlier termination of service of a worker during the contract period.

To speed up the process of gaining access to the site, the *Contractor* must compile detailed lists of all tools and equipment (including serial numbers where applicable) to be taken on site before arriving at the Power Station Security gate. An authorised copy of this list must be retained by the *Contractor* - to be used again when the tools and equipment are removed from site after the completion of the services.

Any additional tools or equipment brought to site, or any tools or equipment removed during the contract's period must be reported to protection services and ALL lists amended likewise. Gate release permits will NOT be issued for the removal of any tools or equipment not specified on the tool list.

The *Contractor's* visitors and all personnel shall always conform to the security arrangements in force at the site. Application forms for visitors must be filled in by the *Contractor's* Site Manager and approved by the Contract Manager, one day before the visit and submitted to the *Employer's* Protection Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of the security staff.

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

No unauthorised vehicles will be allowed on site. Only *Contractor's* Vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications should be directed to the Contract Manager.

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

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the Power Station Security Gate.

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6.1.4 Transport

The *Contractor* will be responsible for his own transport on site as well as for standby purposes. No passengers will be allowed on the back of a LDV (bakkie) even if fitted with a canopy. Vehicles must be equipped with safety belts for the driver as well as for all passengers.

6.1.5 Qualifications and experience

The *Contractor's* supervisors must be knowledgeable about the conditions and scope of work contained in this contract and capable to execute the scope of work.

6.1.6 Requirements for the programme

Programming and planning will be done daily between the *Employer* and the *Contractor*. The Daily plan will include corrective and planned maintenance schedules.

When a particular task requires pre-planning, the *Employer* may request a programme from the *Contractor*. The programme to be submitted must be in the form of a logical network (clearly indicating all predecessors and successors of activities), which includes all the activities specified in the scope of work, indicating at least the following:

- the hour duration of each activity,
- the working calendar (number of work hours per day, days per week),
- all known interfaces with other activities of the *Employer* or Others, including scaffolding, lagging, electrical and instrumentation work.

Updating of the plan for the works will be done Daily; more regular updating may be required. The *Employer* will be entitled to change the plan at any time as and when other tasks take precedence.

An activity for which a Corrective or Planned maintenance schedule has been issued, will only be recorded as complete when the form issued for this activity, is returned to the *Employer*, complete with all the relevant detail and signatures.

6.2 Services and other things provided by the *Employer*

This section describes what the *Employer* is to supply specifically for the purpose of the works.

The *Contractor* is to supply everything else required to provide the works.

6.2.1 Spares, tools, consumables, and PPE

Unless where otherwise indicated all lubricants will be supplied free by the *Employer*.

The *Contractor* will be responsible for all free issue material control functions, including but not limited to receipt, checking, offloading, taking temporary possession and proper storage of all materials, as well as returning any unused or refurbish able items to the Supervisor

The *Contractor* supply all tools, equipment and consumables needed to maintain the plant. The *Employer* will supply tools in exceptional cases (chain & lever hoists etc.) with the authorisation of the Workshop Supervisor or Ops Support Manager.

The *Contractor* supply and maintain all personal protective equipment (PPE) to his employees free of charge. The *Contractor* ensures that all PPE are in a good state and will immediately replace defective or inefficient PPE. All PPE issued to the *Contractor's* employees shall bear the SABS mark of approval.

6.2.2 Use of the *Employer's* Equipment

If the *Contractor* requires use of any of the *Employer's* Equipment, including compressed air, electricity, water supply and crane age, it must be requested via the supervisor.

The *Employer* shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary Equipment at his own cost.

The *Contractor* will be responsible for the repair, replacement, or correction as necessary of any and all items of plant and / or materials supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.

The *Contractor* Site Manager must ensure that any one of his employees or Subcontractor, operating hoist equipment belonging to the *Employer*, is authorised by the *Employer*.

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6.2.3 Accommodation and catering

The *Contractor* will be responsibility for the provision of accommodation to his personnel – the *Employer* does not provide accommodation.

The *Contractor* or any of his employees or subcontractors will not be allowed to use the *Employer's* dining facilities.

The *Contractor* or any of his employees or subcontractors may buy take away foods from the fast foods outlet on Site but it is the responsibility of the service provider to ensure that employees have access to food or have means to provide their own meals..

6.2.4 Office and Toilet Facilities

The *Employer* will provide the *Contractor* access to toilet facilities.

6.2.5 Medical Facilities

The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, as in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.

Outside the *Employer's* office hours, the *Employer's* First Aid Services will only be available for serious injuries and life-threatening situations.

The *Employer* shall be entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

6.2.6 Refuse Disposal

The *Employer* will provide and empty special colour coded bins for refuse disposal.

The *Contractor* will be responsible for refuse bins for his own site.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:

For the full duration of the services, the *Contractor* is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided.

6.3 Constraints on how the Contractor Provides the Works

The Service Provider will be responsible for his own transport. No passengers will be allowed on the back of a LDV even if fitted with a canopy.

The *Service Provider* will have representation in certain specified meetings as well as in the safety meetings

The *Service Provider* shall issue new respirators and dust masks (FFP2 V) to his employees when it is no longer effective.

All PPE and masks must be SABS approved.

The Service Provider shall provide to his employees all PPE and tools required e.g. Overhauls, hard hats, ear protection, safety goggles, safety harnesses where required, gloves, safety boots, raincoats, gumboots, flashlights, head lights, working lights, two-way radios.

Only allowable deductions are allowed, e.g. deductions for the provision of PPE from employees' pay will not be allowed.

6.3.2 Contractor's skills and other requirements

- The *Contractor* will provide trained personnel for the implementation of all work.
- All Qualifications of *key personnel* to be forwarded before Contract is awarded.
- The *Contractor* will ensure the *Employer* can contact him at any time.
- *Contractor* to provide the necessary PPE for their employees. All PPE must bear the SABS mark of approval.

6 List of drawings

6.1 Drawings issued by the Employer

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

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Drawing number	Revision	Title

PART 4: ATTACHMENTS

ATTACHMENT A: Health & safety

7 REQUIREMENTS AND RESPONSIBILITIES

Eskom, as the *Employer* in terms of section 8 of the OHSA, has the overall accountability and responsibility for the health and safety of all persons involved during construction work. This is managed by means of various agreements, which are part of the interpretation of this procedure, as required in terms of section 37.1 of the OHSA. In this capacity Eskom must ensure that employees have their OHSA duties explained to them.

7.1 Client (Eskom)

- The client may appoint an agent on a site and project specific basis to act on its behalf in terms of the duties and responsibilities imposed on the client in terms of legislation and this procedure. This appointment shall be properly documented.
- The Client shall ensure that the Agent it appoints has the necessary competence and resources to perform the required duties and when appointed shall take the responsibilities imposed on the Client by the Construction Regulations and where applicable by this procedure.
- Ensure that all contractors receive Matla Power Station SHE induction training.
- Keep documented records of all training

7.2 SAFETY HEALTH AND ENVIRONMENT PLAN

- The SHE plans shall be based on the requirements of the OHS act as well as per Matla SHE Procedure for contractors
- Principal contractors will be held responsible for non-compliance by their sub-contractors.

7.3 SAFETY HEALTH AND ENVIRONMENT FILE

- SHE file will contain all the documentation as required by the OHS Act as well as the checklist Matla Power Station Specifications and the copy of the safety file will be kept at SRM office.
- Matla Power Station SRM Department will conduct regular audits on the contractors SHE file and premises to ensure compliance with the legal requirements and Majuba SHE procedure for contractors.
- At completion of contract, the SHE file will be included in the consolidated file as per the requirements of the Construction Regulations 5(8) and will be handed over to the Project leader.
- No contractor will be allowed to work at Majuba Power Station before the SHE file is approved, and all other requirements are complied with.

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7.4 STATUTORY APPOINTMENTS

- Refer to Annexure C Checklist for all required appointments.
- All required statutory appointments will be done in writing.
- The appointment letter must indicate company footers as well company Logo (Letterhead)
- Only competent people can be appointed, and proof of competency must accompany the appointment
- An appointment will include the following
 - Clear reference to the act or regulation under which the person doing the appointment is authorised to do so.
 - The date, name and signature of the person doing the appointment.
 - The area of responsibilities.
 - The duties to be performed.
 - Clear reference to the act or regulation under which the appointee is appointed.
 - The name of the person appointed.
 - The date, signature and the acceptance of the person appointed
 - Any termination of any appointment will be done in writing and a copy placed on file

7.5 LETTER OF GOOD STANDING (CR 4(1)(G))

- No Contractor will be allowed to perform any work activities on site without a valid letter of good standing
- The contractor must be in good standing with the compensation for the duration of the project

7.7 RISK ASSESSMENTS

- The project leader will provide the contractor with risk that already exists pertaining to the project.
- A risk assessment will be compiled for every task to be performed as well as: -
 - Transportation of passengers and goods.
 - Use of all equipment.
- No principal contractor will be allowed to do any work without a proper Risk Assessment.
- Every principal contractor will have a proper risk assessment at his / her arrival at Matla Power Station. Before commencement of any work, every principal contractor will adapt his risk assessment to the prevailing hazards and conditions.
- Attendance registers for the hazards and related working procedures, reflecting the date of training and the names and signatures of all trainees will be kept in the SHE file.

7.7.1 Risk Register**Table C**

RISK	MITIGATING FACTORS	LEVEL (HIGH/MEDIUM/LOW)
Service Availability • Interruption of the service due to faulty software or hardware or network	Real-time tracking and notification system and regular maintenance	HIGH
Absenteeism • Supplier employees who are on sick leave, and family responsibility and any other form absenteeism	Supplier will be expected to have back up contingency plans to replace technical support personnel.	Medium
Safety Non-conformance to Health,	Completed safety file to be	

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Safety, Environments and Quality standards and requirements	submitted and approved by SHEQ departments before commencement of the contract. Ensure contractors understand Eskom Safety requirements. Issue baseline risk assessment. Ensure that proper risk assessment is in place and approved by Safety Risk Management Representative. Pre task Risk Assessment are to be conducted before commencement of any task.	Low
Cost: Unforeseen scope creep	Contingency of 15% to be provided for scope variances that may arise during execution of the contract.	High
Law Change in the Law and additional Eskom requirements	Should changes in regulations occur due to unforeseen circumstances the contractor should adhere to the rules laid down by the state as well as additional rules requested by Eskom to safeguard its employees.	Low