



NEC3 Term Service Contract (TSC3)

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

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

for **Supply, Delivery, Installation and De-Installation of scaffolding during General Maintenance, Outages & Projects at Acacia, Ankerlig, Drakensberg, Gariep, Gourikwa, Ingula, Palmiet, Port Rex, Vanderkloof, Ncora, Mbashe (Colley Wobbles), First Falls, Second Falls & Sere Peaking Power Stations.**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Supply, Delivery, Installation and De-Installation of scaffolding during General Maintenance, Outages & Projects at Acacia, Ankerlig, Drakensberg, Gariep, Gourikwa, Ingula, Palmiet, Port Rex, Vanderkloof, Ncora, Mbashe (Colley Wobbles), First Falls, Second Falls & Sere Peaking Power Stations.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____
Capacity _____

**for the
Employer**

Name & signature of witness _____
Date _____

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature	
Name	
Capacity	
On behalf of	<i>(Insert name and address of organisation)</i>
Name & signature of witness	
Date	

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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.	011 800 6852
	Fax No.	086 662 4179
10.1	The <i>Service Manager</i> is (name):	Tamsyn Hester
	Address	M-Block, Eskom Brackenfell Complex, Brackenfell, Cape Town
	Tel	072 078 1633
	e-mail	stuartt@eskom.co.za
11.2(2)	The Affected Property is	All Peaking Power Stations
11.2(13)	The <i>service</i> is	Supply, Delivery, Installation and De-Installation of scaffolding during General Maintenance, Outages & Projects at all Peaking Power Stations
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • All matters are registered in the risk register as they arise during the period of this contract
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	<ul style="list-style-type: none"> • 1 week before start of the outage and 2 days during the outage. • Immediately for health and safety issues
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Task order Date
3	Time	
30.1	The <i>starting date</i> is.	01 October 2025 or as soon as possible, on contract award
30.1	The <i>service period</i> is	5 calendar years from the start date

4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 24th and 25th of each month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days payment term from date of acceptable Tax Invoice and all relevant supporting documentation
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the 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
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data

8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	<ul style="list-style-type: none"> • Termination by Employer due to unavailability of budget of forthcoming financial year(s) • Community unrests • Labour unrests • Roads conditions • Weather conditions
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the <i>Adjudicator nominating body</i>
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	Johannesburg or Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
12	Data for secondary Option clauses	

X1	Price adjustment for inflation	TBC															
X1.1	The <i>base date</i> for indices is	Base date for indices is one month prior to tender closing date															
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <tr> <td>proportion</td> <td>linked to index for</td> <td>Index prepared by</td> </tr> <tr> <td>%</td> <td>Labour</td> <td>SEIFSA table C3</td> </tr> <tr> <td>%</td> <td>Material (Steel tube)</td> <td>SEIFSA table I</td> </tr> <tr> <td>%</td> <td>non-adjustable</td> <td></td> </tr> <tr> <td colspan="3">1.00</td> </tr> </table>	proportion	linked to index for	Index prepared by	%	Labour	SEIFSA table C3	%	Material (Steel tube)	SEIFSA table I	%	non-adjustable		1.00		
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%	Material (Steel tube)	SEIFSA table I															
%	non-adjustable																
1.00																	
	REFER PRICE SCHEDULE FILE																
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data															
X17	Low service damages																
X17.1	<table border="1"> <thead> <tr> <th>Low service damages description</th> <th>Damages</th> </tr> </thead> <tbody> <tr> <td>Safety file not approved (approval 2 (two) weeks prior to execution. Safety plan must contain all current and relevant information and needs to be re-approved when documents change</td> <td>R1000 per day until corrected capped 10% of Task order value</td> </tr> <tr> <td>Rework due to poor workmanship</td> <td>R1000 per day until corrected capped 10% of Task Order value</td> </tr> <tr> <td>Delay in the mobilisation of scaffolding materials and resources</td> <td></td> </tr> <tr> <td>1) Not responding or unable to mobilise within 24hr of emergency works notification by the <i>Employer</i>.</td> <td>R1000 per day until corrected capped 20% of Task order value</td> </tr> <tr> <td>2) Not responding or unable to mobilise within 1 week of notification for normal routine services.</td> <td>R1000 per day until corrected capped 20% of Task order</td> </tr> </tbody> </table>		Low service damages description	Damages	Safety file not approved (approval 2 (two) weeks prior to execution. Safety plan must contain all current and relevant information and needs to be re-approved when documents change	R1000 per day until corrected capped 10% of Task order value	Rework due to poor workmanship	R1000 per day until corrected capped 10% of Task Order value	Delay in the mobilisation of scaffolding materials and resources		1) Not responding or unable to mobilise within 24hr of emergency works notification by the <i>Employer</i>.	R1000 per day until corrected capped 20% of Task order value	2) Not responding or unable to mobilise within 1 week of notification for normal routine services.	R1000 per day until corrected capped 20% of Task order			
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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	The greater of															

	to	<ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and Infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	1 month after the end of the <i>service period</i>
X19	Task Order	
X19.3	Delay Damages	10% per day applicable to each Task Order value at Task Order completion
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	As agreed by both parties upon request for supply of the services

Z

The additional conditions of contract are

Z1 to Z14 always apply

Z1 Cession delegation and assignment

- Z1.1 The Consultant 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 Consultant 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 *Consultant* 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 *Employer* within two weeks of the Contract Date of the key person who has the authority to bind the *Consultant* on their behalf.
- Z2.3 The *Consultant* 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 *Consultant* in writing.

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* 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 those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

- Z4.1 The *Consultant* 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 *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, 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 *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

Z6 Provision of a Tax Invoice. Add to core clause 51

- Z6.1 The *Consultant* (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.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z8 *Employer's* limitation of liability

- Z8.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z9.1 or had a business rescue order granted against it.

Z10 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

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

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

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

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

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

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

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

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

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

Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* 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 *Consultant's* obligation to Provide the Services for this reason.

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

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

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

81.1 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.

81.2 The *Consultant* 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	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The total of the Prices	Until the end of Liability date
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<u>Loss of or damage to property:</u> 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 <u>Bodily injury to or death of a person:</u> The amount required by the applicable law.	Until the end of Liability date
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	Until the end of Liability date

81.3 The *Employer* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document

Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of

	asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

Annexure A: Insurance provided by the Employer

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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)¹ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

CV's (and further key person's data including
CVs) are in .

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

PART 2: PRICING DATA

TSC3 Option A

Document reference	Supply, Delivery, installation and dismantling of scaffolding for all Peaking power stations	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

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

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

5. Notes pertaining to the *price list* (refer Excel price list file)

All rates and prices exclude Value Added Tax which is added to the total of the prices on the cover sheet.

The Price List has been compiled to facilitate the varied scope and intermittent requirements of the Task Orders. The contract document reflects rates and prices only. Actual quantities will be determined based on the requirements of each Task Order. The Contractor provides all necessary information required by the Employer to determine the cost at the assessment date for each Task Order. The Contractor refers to the Preambles to the price list for notes relative to the pricing of the price lists.

To facilitate the varied scope of service required in terms of this contract the Price List is divided into the various peaking power stations as detailed in the Excel price list file. The Contractor submits the detailed price list in Excel format with all the applicable tender documentation returnables.

C2.2 the *price list*

The *price list* is contained in the Excel format identified as Annexure A included in this contract.
The prices are rate based per unit price times quantity.
The price excludes VAT (Value added Tax)

Refer to Appendix B for Excel Sheet & C for Preambles to the Price List

14 x PEAKING POWER STATIONS SCAFFOLDING MAIN OPTION A - PRICE LIST NO 1																	RATES - excluding VAT		
OVERHEAD COSTS, P&G, ETC																	PAI info		
Notes: Refer Preambles to these Price Lists																	PRICE ADJUSTMENT FOR INFLATION		
Power station:				1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Price List	Item No	Description	Unit	Sum / Rate Station 1	Sum / Rate Station 2	Sum / Rate Station 3	Sum / Rate Station 4	Sum / Rate Station 5	Sum / Rate Station 6	Sum / Rate Station 7	Sum / Rate Station 8	Sum / Rate Station 9	Sum / Rate Station 10	Sum / Rate Station 11	Sum / Rate Station 12	Sum / Rate Station 13	Sum / Rate Station 14	CPA Nos	FORMULA
Overhead costs, preliminaries & general, etc																			
1	1	Site Establishment (If not supplied by Employer)	No																
1	2	Site De-establishment (If Site Establishment is charged)	No																
1	3	Off Site Overheads	Days																
1	4	Site Office - Price per hire of 1 office per day (If not supplied by Employer)	Days																
1	5	Stores - Price per hire of 1 container per day (If not supplied by Employer)	Days																
1	6	Ablution facilities (If not supplied by Employer)	Days																
1	7	Electrical, water, sewage, etc (If not supplied by Employer)	Days																
1	8	Vehicles and transport facilities - Price per 4 man team only	Days																
1	9	Tools and equipment, etc - Eg. Forklift (Daily rental only)	Days																
1	10	Communication facilities	Days																
1	11	Security (If not supplied by the Employer)	Days																
1	12	Site Office - Delivery or Collection (If not supplied by Employer)	No																
1	13	Store - Delivery or Collection (If not supplied by Employer)	No																
1	14	Forklift - Delivery or Collection (If Required)	No																
1	15	Accommodation + LOA - Per Man, Per Day	No																
1	16	Structural Engineer: Accommodation + Transport	Each	Cost + Fee%	Cost + Fee%	Cost + Fee%	Cost + Fee%	Cost + Fee%											
1	Other (Contractor to specify requirements, unit of measurement and quantities)																		

14 x POWER STATIONS SCAFFOLDING MAIN OPTION A - PRICE LIST NO 2																	RATES - excluding VAT		
SCAFFOLDING MATERIAL PROCUREMENT & MAINTENANCE																	PAI info		
Notes: Refer Preambles to these Price Lists																	PRICE ADJUSTMENT FOR INFLATION		
Power station:				1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Price List	Item No	Description	Unit	Sum / Rate Station 1	Sum / Rate Station 2	Sum / Rate Station 3	Sum / Rate Station 4	Sum / Rate Station 5	Sum / Rate Station 6	Sum / Rate Station 7	Sum / Rate Station 8	Sum / Rate Station 9	Sum / Rate Station 10	Sum / Rate Station 11	Sum / Rate Station 12	Sum / Rate Station 13	Sum / Rate Station 14	CPA Nos	FORMULA
1	1	Procurement of scaffolding material includes transport, labour, etc to establish scaffolding materials on site.																	
2	1.1	Load, deliver and offload tons of base supply scaffolding and related accessories complete in storage/site area	Tons																
2	1.2	Load, deliver and offload additional tons of scaffolding and related accessories on an adhoc basis complete in storage/site area	Tons																
2	2	Maintenance of scaffolding material includes all necessary storage, control, etc of scaffolding and accessories on site over required period																	
2	2.1	Base supply of scaffolding and related accessories (measured relative to the number of days retained on site)	Tons / Day																
2	2.2	Costs per ton per day or part thereof for additional scaffolding on an adhoc basis (measured relative to the number of days retained on site)	Tons / Day																
2	3	Removal of scaffolding material from site includes all necessary transport, labour, etc to remove scaffolding materials from site																	
2	3.1	Load and removal of scaffolding from site	Tons																
2	3.2	Load and removal of additional scaffolding on an adhoc basis from site	Tons																
2	Other (Contractor to specify requirements, unit of measurement and quantities)																		

14 x PEAKING POWER STATION SCAFFOLDING MAIN OPTION A - PRICE LIST NO 3A (NORMAL TIME FOR WEEKDAYS FROM 06:00 TO 18:00) LABOUR FOR SCAFFOLDING REQUIREMENTS				RATES - excluding VAT														PAI info	
Notes: Refer Preambles to these Price Lists				1	2	3	4	5	6	7	8	9	10	11	12	13	14	PRICE ADJUSTMENT FOR INFLATION	
Power station:				Acacia	Ankerlig	Drakensberg	Gariep	Gourikwa	Ingula	Palmiet	Port Rex	Vanderkloof	Mbashe	1st Falls	2nd Falls	Ncora	Sere	CPA	FORMULA
Price List	Item No	Description	Unit	Sum / Rate Station 1	Sum / Rate Station 2	Sum / Rate Station 3	Sum / Rate Station 4	Sum / Rate Station 5	Sum / Rate Station 6	Sum / Rate Station 7	Sum / Rate Station 8	Sum / Rate Station 9	Sum / Rate Station 10	Sum / Rate Station 11	Sum / Rate Station 12	Sum / Rate Station 13	Sum / Rate Station 14	NOs	
LABOUR RESOURCES																			
Site Staff																			
3A	1	Site Manager	Hour																
3A	2	Clerk / Administration	Hour																
3A	3	Driver	Hour																
3A	4	Driver (Forklift, Truck)	Hour																
3A	5	Storeman	Hour																
3A	6	Quality Officer	Hour																
3A	7	Safety Officer	Hour																
3A	8	Hoist Operator	Hour																
Scaffolding Labour																			
3A	9	Supervisor	Hour																
3A	10	Section Leader / Charge Hand	Hour																
3A	11	Scaffolder	Hour																
3A	12	Fixer	Hour																
3A	13	General Worker	Hour																
Design																			
3A	14	Structural Engineer	Hour																
3A	15	Structural Draughtsman	Hour																
3A	Other (Contractor to specify requirements)																		

14 x PEAKING POWER STATION SCAFFOLDING MAIN OPTION A - PRICE LIST NO 3B (OVERTIME FOR WEEKDAYS FROM 18:00 TO 06:00 AND SATURDAYS) LABOUR FOR SCAFFOLDING REQUIREMENTS				RATES - excluding VAT														PAI info		
Notes: Refer Preambles to these Price Lists				1	2	3	4	5	6	7	8	9	10	11	12	13	14	PRICE ADJUSTMENT FOR INFLATION		
Power station:				Acacia	Ankerlig	Drakensberg	Gariep	Gourikwa	Ingula	Palmiet	Port Rex	Vanderkloof	Mbashe	1st Falls	2nd Falls	Ncora	Sere	CPA	FORMULA	
Price List	Item No	Description	Unit	Sum / Rate Station 1	Sum / Rate Station 2	Sum / Rate Station 3	Sum / Rate Station 4	Sum / Rate Station 5	Sum / Rate Station 6	Sum / Rate Station 7	Sum / Rate Station 8	Sum / Rate Station 9	Sum / Rate Station 10	Sum / Rate Station 11	Sum / Rate Station 12	Sum / Rate Station 13	Sum / Rate Station 14	NOs		
LABOUR RESOURCES																				
Site Staff																				
3B	1	Site Manager	Hour																	
3B	2	Clerk / Administration	Hour																	
3B	3	Driver	Hour																	
3B	4	Driver (Forklift, Truck)	Hour																	
3B	5	Storeman	Hour																	
3B	6	Quality Officer	Hour																	
3B	7	Safety Officer	Hour																	
3B	8	Hoist Operator	Hour																	
Scaffolding Labour																				
3B	9	Supervisor	Hour																	
3B	10	Section Leader / Charge Hand	Hour																	
3B	11	Scaffolder	Hour																	
3B	12	Fixer	Hour																	
3B	13	General Worker	Hour																	
Design																				
3B	14	Structural Engineer	Hour																	
3B	15	Structural Draughtsman	Hour																	
3B	Other (Contractor to specify requirements)																			

14 x PEAKING POWER STATION SCAFFOLDING MAIN OPTION A - PRICE LIST NO 3C (OVERTIME WORK FOR SUNDAYS AND PUBLIC HOLIDAYS) LABOUR FOR SCAFFOLDING REQUIREMENTS																	RATES - excluding VAT		PA info
Notes: Refer Preambles to these Price Lists																	PRICE ADJUSTMENT FOR INFLATION		
Power station:				1	2	3	4	5	6	7	8	9	10	11	12	13	14	CPA NOs	FORMULA
Price List	Item No	Description	Unit	Acacia Sum / Rate Station 1	Ankerlig Sum / Rate Station 2	Drakensberg Sum / Rate Station 3	Gariep Sum / Rate Station 4	Gourikwa Sum / Rate Station 5	Ingula Sum / Rate Station 6	Palmiet Sum / Rate Station 7	Port Rex Sum / Rate Station 8	Vanderkloof Sum / Rate Station 9	Mbashe Sum / Rate Station 10	1st Falls Sum / Rate Station 11	2nd Falls Sum / Rate Station 12	Ncora Sum / Rate Station 13	Sere Sum / Rate Station 14		
LABOUR RESOURCES																			
Site Staff																			
3C	1	Site Manager	Hour																
3C	2	Clerk / Administration	Hour																
3C	3	Driver	Hour																
3C	4	Driver (Forklift, Truck)	Hour																
3C	5	Storeman	Hour																
3C	6	Quality Officer	Hour																
3C	7	Safety Officer	Hour																
3C	8	Hoist Operator	Hour																
Scaffolding Labour																			
3C	9	Supervisor	Hour																
3C	10	Section Leader / Charge Hand	Hour																
3C	11	Scaffolder	Hour																
3C	12	Fixer	Hour																
3C	13	General Worker	Hour																
Design																			
3C	14	Structural Engineer	Hour																
3C	15	Structural Draughtsman	Hour																
3C	Other (Contractor to specify requirements)																		

PART 3: SCOPE OF WORK

Document reference	Title Supply, Delivery, Installation and De-Installation of scaffolding during General Maintenance, Outages & Projects at all Peaking Power Stations	No of pages
C3.1	This cover page <i>Employer's Service Information</i>	1 14
C3.2	<i>Contractor's Service Information</i>	
Total number of pages		15

C3.1: EMPLOYER’S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Eskom has a division called “Peaking” and comprises of 14 Power Stations that supply power to the electricity grid of South Africa.

As part of sustainability plans, the Peaking division requires maintenance of its utilities to take place at established intervals. Maintenance, as well as planned and unplanned outages (shutdowns), are performed periodically. During the execution of this planned and unplanned maintenance, there may be a need for the Supply, Delivery, Installation, and De-Installation of scaffolding at the affected Peaking Power Stations.

The names and locations of these power stations are:

1. Acacia Power Station in Edgemoed, Western Cape
2. Ankerlig Power Station in Atlantis, Western Cape.
3. Drakensberg Power Station in the Northern Drakensberg mountains, KwaZulu-Natal
4. Gariiep Power Station in the Gariiep Dam Nature Reserve near Colesberg in the Free State
5. Gourikwa Power Station in Mossel Bay, Western Cape
6. Palmiet Power Station in Grabouw, Western Cape
7. Port Rex Power Station in East London, Eastern Cape
8. Ingula Power Station, situated 55 km from Ladysmith in KwaZulu-Natal
9. Vanderkloof Power Station situated at the Vanderkloof Dam near Petrusville in the Northern Cape
10. Ncora small hydro operating in Mthatha
11. 1st Falls small hydro is in Nyandeni Local Municipality, Libode, towards Port St. Johns near Mthatha
12. 2nd Falls small hydro is in King Sabata Dalityebo (KSD) Local Municipality, situated some 5km north-west of Mthatha in the Eastern Cape
13. Mbashe (Colley Wobbles) small hydro is in Mbashe Local Municipality in Dutywa
14. Sere wind energy facility, situated on the Atlantic coast, near the towns of Koekenaap, Lutzville, and Vredendal



Figure 1: Peaking Power Station locations map

1.2 Employer’s requirements for the service

The *Contractor* is required to provide the following services for all regional Peaking Power Stations:

- Supply adequate materials for scaffolding requirements
- Provide transport for the delivery of all materials for scaffolding
- Supply adequate tools required to install and disassemble scaffolding platforms and structures
- Provide transport for the delivery of all the tools required to install and disassemble scaffolding platforms and structures
- Supply adequate labour required to install, disassemble, and perform statutory inspections of scaffolding platforms and structures
- Supply adequate Equipment required to install and disassemble scaffolding platforms and structures, for example, a forklift for moving materials around the plant
- Install scaffolding structures and platforms for all Eskom work when requested to do so during the period of this contract
- Disassemble scaffolding structures and platforms for all Eskom work when requested to do so during the period of this contract
- Transport material with a forklift or men to and from the areas of the plant when requested to do so
- Provide storage of the materials, equipment, and tools for scaffolding requirements within the power station
- Provide offices for staff and change rooms for *Contractor* employees
- Provide material and labour for site services if needed
- Connect the *Contractor’s* site services to the connection points provided by the *Employer*
- Supply PPE (Personal Protective Equipment) for *Contractor* employees
- Ensure that people, materials, equipment, and tools are available according to the working hours and days agreed between both parties
- The plant areas where the services are taking place are, but not limited to:

- a) Turbines
- b) Auxiliaries
- c) Pumps
- d) Valves
- e) Generators
- f) Motors
- g) Ducting
- h) Pipe work

NB. For emergency task orders, mobilization of 24 hrs is required from the Task Order date.

An Emergency means:

- a serious and unexpected situation has arisen or will arise that poses an immediate risk to health, life, property, or the environment; and
- the situation calls for urgent action that may impact the Energy Availability Factor

The Contractor ensures that a purchase order for the emergency work is received within 24 hours of doing the emergency work.

1.3 Interpretation and terminology

For the purpose of interpreting this Service Information, the following terminology applies:

The term 'service', like all italicised terms used in the NEC3 Term Service Contract (April 2013), is identified in the Contract Data and is the title given to the overall scope of service in this contract. For this contract service is identified as the supply, erecting, and dismantling of scaffolding.

Activities to be undertaken by the *Contractor* in performing the service are generally referred to as 'items of work'.

For this contract, secondary Option X19 of the NEC3 Term Service Contract (April 2013) has been selected, which allows for work to be instructed by Task Order. A task is defined as work within the *service* which the *Service Manager* may instruct the *Contractor* to carry out through his/her appointed delegate on site within a stated period of time. Tasks are identified at each power station, for example, within outages, regular site maintenance, and other ad hoc work or projects. Each Task Order will contain a priced list of items of work within the Task.

Where the word 'service' is not italicised, it is given its common meaning. The terms 'site' or 'power station site' used in this Service Information mean the area used by the *Employer* for the purpose of owning and operating the power stations. It must not be confused with the term site used in other NEC contracts. The Affected Property identified in the Contract Data for this contract is an area or facility within these sites, but it is not the whole of the site.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SOS/SOW	Scope of services / Scope of work
ESM	Environment management plan
QCP	Quality control plan
QMP	Quality management plan
RA	Risk Assessment
PPE	Personal protective equipment

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The Contractor prepares his schedule on MS Project/Primavera format computerised planning software and utilises it for all planning, progress monitoring, and reporting. The schedule is indicative of all information as required by clause 21.1.

In addition, the programme shows:

- All activities defined in the activity schedule
- The program indicates the start date, Completion Date, and duration of each activity
- The programme's revision number
- All activities defined in the activity schedule

2.2 Management meetings

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

Title and purpose	Approximate interval	Location	Attendance by:
Site (Kick Off) meeting	Once-off	Applicable sites, MS Teams	<i>Employer, Service Manager, Contractor, and Others as required</i>
Overall contract progress and feedback	Daily	Applicable sites, MS Teams	<i>Employer, Service Manager, Contractor, and Others as required</i>
Risk Reduction meeting	As requested by either party	Applicable sites, MS Teams	<i>Employer, Service Manager, Contractor, and Others as required</i>
At the risk reduction meetings, items as prescribed in TSC Clause 16.2 and 16.3 are discussed. The Risk Register is updated by the <i>Service Manager</i> and distributed within five days of the meeting.			
Meetings of a specialist nature	Adhoc	Applicable sites, MS Teams	<i>Employer, Service Manager, Contractor, and Others as required</i>
Meetings of a specialist nature may be convened by persons and at times and locations to suit the Parties, the nature, and the progress of the <i>service</i> .			

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

2.3 Contractor's management, supervision and key people

The Contractor ensures that his employees are reasonably fluent in the language of the contract.

The Contractor is to always maintain a harmonious relationship and co-operate with the *Employer, Service Manager*, and all its sub-contractors or their employees who may be involved in the *services*.

The Contractor provides people who are responsible for supervision and are contacted for day-to-day scaffolding requirements. The Contractor does not install any scaffolding work without an approved purchase order (PO) from the *Service Manager* or his / her appointed delegate. The Contractor will ensure qualified site management by providing a site manager, where required. The Contractor will ensure qualified

safetymanagement by providing a safety officer; where required. The *Contractor* must submit an Organogram and a list of people on site to the *Service Manager*. All skilled and professional personnel should provide proof of qualifications or training from recognised and accredited institutions.

2.4 Provision of bonds and guarantees

Not applicable to this contract

2.5 Documentation control

At any given time, documentation is identified with the *Contractor*, which indicates source, recipient, communication number, etc. All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message or in the e-mail itself. The routing of all written communications is between the *Service Manager* and the *Contractor* only; any agreements between the *Contractor* and any other person representing the *Employer* which has not been routed via the *Service Manager* are to be null and void. Any instructions written or verbal resulting in any changes to the duration, quality, or cost of the *service* may only be issued by the *Service Manager*.

All communication and decisions must be in writing and must be signed. E-mail correspondence is an acceptable and legal form of communication.

The *Contractor* submits an electronic version of the following documentation with his tender and finalized on contract award:

- Method Statements in the *Contractor's* plan
- Quality Control Plans
- Material list
- Equipment lists
- Signed company risk assessment
- Signed organisational structure
- Overall cost breakdown of all service costs
- Appointments of all personnel
- Proof of qualification for key personnel

Post-implementation

The *Contractor* submits a signed-off Quality Control Plan on takeover of the works.

2.6 Invoicing and payment

Within one week of receiving a payment assessment 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 assessment certificate. **The *Contractor* includes the following on the *Contractor's* Tax Invoice:**

- Name and address of Supplier
- *Contractor's* VAT registration number if applicable;
- *Contractor's* company registration number, if applicable;
- *Contractor's* banking details;
- Name and address of recipient;
- Tax invoice number and date of issue;
- Description of goods/ service provided;
- Period for which the Tax Invoice is being rendered;
- Contract Number (commencing with a 46 prefix);
- Relevant Task Order Number (commencing with a 45 prefix);
- Relevant task order line item number;
- Statement whether value-added tax is included or excluded;
- Invoices to be made out to Eskom Holdings SOC Ltd

All invoices are to be accompanied by the Payment Assessment Certificate as issued by the *Service Manager*. Invoices to be submitted electronically as PDF documents to: Invoiceseskomlocal@eskom.co.za

2.7 Contract change management

Any changes necessary to the contract must be agreed with the *Service Manager* before any are executed and communicated using standard NEC forms.

2.8 Records of Defined Cost to be kept by the Contractor

In order to substantiate the Defined Cost of compensation events, the *Employer* requires that the *Contractor* keep records of amounts paid by them for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor*, and Equipment. These records need to be available on a spreadsheet in case a compensation event is agreed on.

2.9 Insurance provided by the Employer

The *Employer* will provide the insurance as stated in Part one, Data provided by the *Employer*, INSURANCE TABLE B

2.10 Training workshops and technology transfer

Not applicable to this contract

2.11 Design and supply of Equipment

The *Contractor* ensures that all designs are able to fulfil the requirements and supplies all Equipment required for the *services* and ensures that they are adequate.

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

2.12.1 Equipment

None

2.12.2 Information and other things

The *Contractor*, upon request, submits records of all information that is utilized during the period of this contract.

2.13 Management of work done by Task Order

The *Service Manager* issues the *Contractor* with a Task Order (commencing with a 45 prefix). This Task Order authorises work to be done by the *Contractor*. No works are to be executed without a Task Order. The *Service Manager* issues a Task Order to the *Contractor* which clearly specifies the work to be performed, additional specification; procedures; and any other constraints in providing the service. The Task Order is issued before the *Contractor* provides the *service*.

The *Services Manager* issues the Task Order to the contract in a timely manner that allows the *Contractor* to properly plan the *service* within the period(s) stated on the task order. The *Contractor* performs the *service* in accordance with the task order issued and completes it within the period specified in the Task Order.

All services provided comply with this contract and the procedures stated. Should the *Contractor* be unable to supply the resources required to complete the Task Order within the period specified, the *Contractor* immediately notifies the *Service Manager*. The notification includes recommendations as to how the work can be completed timeously.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- The *Contractor* complies with the health and safety requirements contained in OHS Requirements and the approved safety file by the *Employer*. The *Employer* reserves the right to review the OHS Requirements to address the Operational risks, and the *Contractor* shall comply with the latest OHS Requirements as amended at no cost for the duration of the contract.
- The section 37(2) agreement as stipulated under the OHS Act no 85 of 1993 must be signed by *Contractor* and *Employer* representatives.
- The contractor's OHS professional must conduct internal audits at planned intervals (for the duration of the contract at all Peaking Power Stations) to monitor compliance with the contractual health and safety requirements.
- The *Contractor* may be selected during internal and/or external Peaking Power Station audits to verify compliance with legal and contractual OHS requirements. The *Service Manager* will communicate this at relevant time periods, and the contractor will avail themselves for this audit.
- In addition to the requirements of the applicable laws governing the occupational health and safety, Peaking Power Stations OHS requirements, particular to the *service* and the Affected Property for this contract, are adhered to for the duration of the contract.

The minimum requirements for the Contractor to gain access to Peaking Power Station include the but are not limited to:

- Valid Medical fitness certificate
- Police clearance from SAPS or an accredited supplier/service provider linked to the SAPS AFIS system, not older than thirty (30) days
- Identification document (RSA ID or equivalent)
- National Driver's Licence (applicable to drivers)
- Adherence to the Eskom Life-saving rules
- Applicable risk-based PPE
- Valid letter of good standing always (COIDA or equivalent). Access to the site to perform work will be denied should the Letter of Good Standing not be valid.
- The *Contractor*/supplier/consultant who is working alone and not eligible to register with the compensation fund, provides Eskom with the member benefit statement of the insurance cover which includes life and disability cover to the minimum fund of R500 000.

Note: Induction will only be conducted after the above documents have been submitted and accepted by Eskom.

Key Performance Indicators

Contractor/supplier Management Key Performance Indicators (KPI's)

- Maintain the Health and Safety file and compliance with the health and safety plan, Eskom OHS requirements, and applicable legislation as amended.
- Always maintain good housekeeping where the task is being executed and/or within the area of responsibility.
- Implement and monitor the near miss reporting strategy/programme (reporting of near misses)

- Develop and comply with Behavioural Safety Observation (BSO) and Planned Job Observation programmes (PJO)
- Maintain Zero Fatalities for the duration of the contract
- At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended
- All incidents must be reported immediately or before the end of the particular shift during which the incident occurred
- All incident investigations are completed within 10 days of the occurrence of an incident
- Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report
- Close audit findings as per the Eskom procedure or audit report recommended time frames.
- Close Non-conformance as per the recommended time frames

Note: Monitoring of the above-mentioned KPI's will take place through regular audits and inspections.

Contract completion and sign off

On completion of the task order, the *Employer* (led by the site representative) involved in the project, together with the *Contractor*, conducts the final meeting to identify the gaps before the contract close-out. Before the final invoice is paid/processed, the *Service Manager* ensures that the below requirements are met:

- a) Close all incidents and audit findings.
- b) Clean the respective area and ensure good housekeeping where the *Contractor* was working.
- c) Contractor submits safety statistics and a safety file to the Eskom Safety Department for closeout and filling.

Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work.

3.2 Environmental constraints and management

The *Contractor* acquaints himself with all statutory and local environmental regulations and adheres to these without exception. The *Contractor* complies with the requirements of the National Environmental Management Act of 1988. The *Contractor* ensures that all methods used during disposal conform to all applicable environmental legislations. The *Contractor* adheres to the Code of Practice for Environmental Management Systems (EMS), ISO 14001:2004.

The *Contractor* is responsible to comply with any new environmental requirements, relevant to the Service Information or scope that may come into effect as part of EMS during the duration of this contract.

The *Contractor* is responsible to ensure representation at Environmental meetings that may require input for the updating of the EMS, as well as training on an ad-hoc basis.

If there is uncertainty around any environmental issues, the *Service Manager* may be contacted.

3.3 Quality assurance requirements

The *Contractor's* Quality Management System complies with the requirements of ISO 9001 (latest applicable edition). Supplier QM Specification Category 3 Quality requirements apply for the contract duration.

The *Contractor* submits a quality control plan (QCP) draft to the *Employer* for acceptance as part of the tender returnable documents. This QCP includes inspection, hold, and witness points. All Quality Control Documentation is submitted by the *Contractor* to the *Service Manager* 3 days before the start.

The *Contractor* produces quality control plan documentation and provides suitably qualified staff to ensure adequate supervision and positive control of the works at all times.

The programming of inspections, hold, and witness points of the work and rework is to be agreed between the *Employer* and the *Contractor* before undertaking any work.

The *Contractor* utilizes the *Employer's* forms for requesting access, etc.

These request forms are submitted to the *Service Manager* at least one week before the requested date. On completion and submission of every part of the work to the *Employer*, arrange for inspection, the *Contractor* shall furnish to the *Employer* the measurements and levels to demonstrate the achievement of compliance

with the specifications. All Quality Control Documentation is submitted by the *Contractor* to the *Service Manager* 3 days before the start.

The *Employer* and *Contractor* carry out random and scheduled inspections on the plant.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

As deemed and agreed necessary by *Employer* and *Contractor* to complete the scope of work.

The *Contractor* is to abide by the Republic of South Africa's labour laws on foreign employees' work permit requirements.

4.1.2 BBBEE and preferencing scheme

Contractor to ensure *Employer* has an updated, valid, certified copy of B-BBEE certificate or sworn affidavit during the contract period. Failure to do so could result in the Eskom Vendor Management Department blocking vendor details on the Eskom vendor management system, which affects payment processing of invoices.

4.1.3 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* keeps accurate records and provides the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria.

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.

4.2 Subcontracting

Not applicable to this contract.

4.3 Plant and Materials

4.3.1 Specifications

The *Contractor* utilises steel or aluminium material for the scaffolding structures and platforms.

4.3.2 Correction of defects

The *Contractor* corrects defects immediately after receiving a notification about the defect or becoming aware of the defect. This is to prevent the existence of defects delaying the work, especially during outages (shutdowns).

4.3.3 *Contractor's* procurement of Plant and Materials

The *Contractor* procures the plant and materials as per the need for completing the service. The *Contractor* registers all the plant and materials with Eskom, and for materials, this registration must be in the form of a delivery note. This ensures that when the *Contractor* needs to take something out of site, there is proof that the *Contractor* owns that particular item. All vehicles utilised for this contract must be roadworthy and certified in terms of the National road regulations of South Africa. The *Contractor* is responsible for ensuring that all his/her belongings are stored safely at all times and do not obstruct other operations in the Power Station.

4.3.4 Tests and inspections before delivery

The *Contractor* ensures that scaffolding structures and platforms are ready to be utilised for work in the Eskom Power Station and inspected daily, tagged with green tags, it must be endorsed "Ready for use", and stipulate the date it was last inspected. A red tag must be attached to structures and platforms that are not ready to be utilised for work and must be endorsed "Do not use".

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

Not applicable to this contract.

4.3.6 Cataloguing requirements by the *Contractor*

Not applicable to this contract.

5 Working on the Affected Property

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

Peaking Power Stations are National Key Points. All persons intending to perform work and/or attend meetings during this contract period complies with the following:

The *Contractor* adheres to all Life Saving Rules as specified.

The *Employer* does not permit any passengers to be transported at the back of any Truck, light domestic vehicle or enclosed light commercial vehicle.

Each person signs the site entrance register, and this information is collated by the *Contractor* for use during the scheduled meetings.

Parking is allowed in the demarcated areas only and should it be required to drive on site, then please adhere to the following:

- Adheres to the maximum speed of the specific site
- Obey all road signs
- No damages to the *Employer's* property
- All Contractor personnel are in possession of security clearance (police clearance)
- Verification records are submitted as part of the safety file, together with ID copies
- The Employer reserves the right to refuse entry to all persons with criminal records
- The original ID or passport is presented to security on arrival
- No weapons are allowed on site
- No drugs allowed on site
- No explosives are allowed on site
- No firearms and ammunition allowed on site
- No photographs may be taken whilst on site
- All persons entering the *Employer's* premises undergo a breathalyser test. Any person testing positive is not allowed entry. A *Contractor* employee who tests positive will only be allowed back on site after the *Contractor* can provide records of the sanction imposed on the employee. The *Employer* has a zero tolerance toward alcohol
- The tool register is verified on arrival by security personnel
- Only reverse parking is allowed on site

Employer's site entry and security control, permits, and Site regulations as per *Employer's* procedure of induction apply. The *Contractor* and *Employer* ensures that all employees attend the inductions to ensure that they are familiar with the requirements of Eskom in the Power Station. The *Employer* provides induction to *Contractor* employees.

5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply sometimes. The Contractor keeps records of his people on *Site*, which the *Service Manager* has access to at any time. These records may be needed when assessing compensation events, as well as any *Employer's* payment assessments for invoicing. Production takes 1st preference to the service that needs to be done, and the *Contractor* will liaise with the *Employer* in terms of any service distraction due to production, and the *Service manager* does the same.

5.3 Health and safety facilities on the Affected Property

The *Contractor* contacts and informs the *Service Manager* or the delegated person of any emergency that may need urgent attention and poses harm to any worker. The *Contractor* ensures that all necessary equipment or facilities regarding first aid are available around the area of work at a distance of within a 50-meter radius. This refers to first aid equipment, things like fire extinguishers, first aid boxes, etc.

5.4 Cooperating with and obtaining acceptance of Others

Other *Contractors* or the *Employer's* employees may need to be in the area of the plant where work needs to take place at the same time as other *Contractors*. The *Contractor* should liaise with the *Service Manager* or his/her appointed delegate to manage the interface.

5.5 Equipment provided by the *Employer*

Not applicable to this contract.

5.6 Site services and facilities

5.6.1 Provided by the *Employer*

The *Employer* supplies the following site services:

- a) Point of connection for portable or drinking water
- b) Point of connection for power or electricity (220 V)
- c) Place for the *Contractor's* site establishment
- d) Ablutions; if available

At the end of this contract, the *Contractor* and *Employer* ensure that the *Contractor* has safely disconnected or decommissioned all the site services to the temporary site.

5.6.2 Provided by the *Contractor*

The *Contractor* provides the following services:

- a) Chemical toilets for all *Contractor* employees if site ablutions are not enough for all.
- b) Water connection materials and labour
- c) Power or electricity connection materials and labour
- d) Preparation of the *Contractor's* temporary site
- e) *Contractor* offices
- f) Change rooms for *Contractor* employees

5.7 Control of noise, dust, water and waste

Contractor ensures that employees have the correct Personal Protective Equipment when entering any plant in the Power Stations.

5.8 Tests and inspections

5.8.1 Description of tests and inspections

Planned and unplanned plant walk downs must be carried out regularly by the *Contractor* and the *Service Manager* or his/her appointed delegate to ensure compliance with item 4.3.4 Tests and inspections before delivery.

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.

Null

Drawing number	Revision	Title