



**NEC3 Engineering and Construction contract**

**between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)**

**and**

**for SUPPLY & INSTALL THE SECURITY BULLET PROOF GUARD OFFICE**

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**Contract no:**

# C1 Agreements & Contract Data

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[to be inserted from Returnable Documents at award stage]	
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[to be inserted from Returnable Documents at award stage]	
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## C1.1 Form of Offer and Acceptance

### Offer

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

#### **SUPPLY & INSTALL THE SECURITY BULLET PROOF GUARD OFFICE**

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

Option A	The offered total of the Prices exclusive of VAT is	<b>R[●]</b>
	Value Added Tax @ 15% is	<b>R[●]</b>
	The offered total of the Prices inclusive of VAT is	<b>R[●]</b>
	(in words) [●]	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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: \_\_\_\_\_

## C1.2 Contract Data

### Data provided by the *Employer*

#### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>1 General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p><b>A: Priced contract with activity schedule</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X2 Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>X16: Retention</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Project Manager</i> is: (Name)	
	Address	<b>Impala Road Pullenshope 1096</b>
	Tel	<b>+27 17 799 3510</b>
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	
	Address	<b>Impala Road Pullenshope 1096</b>

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11.2(13)	The <i>works</i> are	<b>SUPPLY &amp; INSTALL THE SECURITY BULLET PROOF GUARD OFFICE</b>													
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• <b>Access to work.</b></li> <li>• <b>Authorization under Plant Safety Regulations is required for the Contractor to resume work</b></li> <li>• <b>Inclement weather conditions.</b></li> <li>• <b>Any other matter posing a risk to the project/ contract will be discussed amongst the Parties and agreed upon before inserted on the Risk Register.</b></li> </ul>													
11.2(15)	The <i>boundaries of the site</i> are	<b>North and South Security offices.</b>													
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>													
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>													
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>													
13.1	The <i>language of this contract</i> is	<b>English</b>													
13.3	The <i>period for reply</i> is	<b>Within One day of receiving communication</b>													
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>													
<b>3</b>	<b>Time</b>														
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>30/08/2026</b>													
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th></th> <th><b>Condition to be met</b></th> <th><b>key date</b></th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>Safety file Approval</b></td> <td><b>01/06/2026</b></td> </tr> <tr> <td>2</td> <td><b>Execution start date</b></td> <td><b>09/06/2026</b></td> </tr> <tr> <td>3</td> <td><b>Inspections</b></td> <td><b>30/08/2026</b></td> </tr> </tbody> </table>		<b>Condition to be met</b>	<b>key date</b>	1	<b>Safety file Approval</b>	<b>01/06/2026</b>	2	<b>Execution start date</b>	<b>09/06/2026</b>	3	<b>Inspections</b>	<b>30/08/2026</b>	
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3	<b>Inspections</b>	<b>30/08/2026</b>													
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>One week of the Contract Date.</b>													
31.2	The <i>starting date</i> is	<b>01/06/2026</b>													
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	[No data needed if this statement is included]													

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<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>52 weeks after the works has been completed</b>
43.2	The <i>defect correction period</i> is	<b>3 days of notification</b>
	except that the <i>defect correction period</i> for	<b>is a safety concern it must be corrected immediately</b>

<b>1.15</b>	<b>1.2 Payment</b>	<b>1.3</b>
50.1	The <i>assessment interval</i> is	<b>On completion of the activities. Payment must be processed within 14 days of assessment approval.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>3 weeks of activity completion</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
<b>1.46</b>	<b>1.5 Compensation events</b>	<b>1.6</b>

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60.1(13) The place where weather is to be recorded is: **[•]**

The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**

**the number of days with rainfall more than 10 mm**

**the number of days with minimum air temperature less than 0 degrees Celsius**

**the number of days with snow lying at 09:00 hours South African Time**

**and these measurements:**

The *weather measurements* are supplied by **[•]**

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: **[•]**

and which are available from: **the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer**

60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	<b>As stated in Annexure A to this Contract Data provided by the Employer.</b>
		Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.

1.77	<b>1.8 Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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1.98	<b>1.10 Risks and insurance</b>	<b>1.11</b>
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80.1	These are additional <i>Employer's</i> risks	1. <b>[•]</b>
		2. <b>[•]</b>
		3. <b>[•]</b>

1.12 9	<b>1.13 Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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1.14 10	<b>1.15 Data for main Option clause</b>	
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A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
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1.16 11	<b>1.17 Data for Option W1</b>	
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W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
<b>1.18 12</b>	<b>1.19 Data for secondary Option clauses</b>	<b>1.20</b>
<b>X2</b>	<b>Changes in the law</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R [•] 10 % of the delayed activity per day per day up to a limit of R [•] maximum amount of the whole activity.
<b>X16</b>	<b>Retention (not used with Option F)</b>	
X16.1	The <i>retention free amount</i> is	R[•].10% of the contract value will be retained and can only be released after a year of project completion.



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

Z2.1 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.

Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.

Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

## **Z3 Confidentiality**

Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z3.3 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.

Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z4 Waiver and estoppel: Add to clause 12.2:**

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- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

**Z5 Health, safety and the environment**

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. 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 Site; 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 *works*; and undertakes, in and about the execution of the *works*, 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.
- Z5.2 The *Contractor*, in and about the execution of the *works*, 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.

**Z6 Provision of a Tax Invoice and interest. Add to clause 50**

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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 clause 61.1, "unless the event arises from an instruction of the *Employer*."

**Z8 Employer's limitation of liability; Add to clause 80.1**

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

**Z9 Termination: Add to clause 90.2, after the words "or its equivalent":**

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

## Z10 Addition to Clause 50.5

Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Works.

If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the works.

## Z11 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subconsultants or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

**Z12 Insurance**

**Z\_12.1 Replace core clause 82 with the following:**

**Insurance cover 82**

- 82.1 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.
- 82.2 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	Cover provided until
Loss of or damage to the works	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>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, 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	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and 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 Works	<u>Loss of or damage to property</u> <u>Employer's 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	

	<p>where covered by the <i>Employer's</i> insurance</p> <p><u>Other property</u> The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law</p>	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	

82.3 The *Employer* provides the insurances as stated in the Insurance Table B

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum of indemnity</b>
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.

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

**Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.

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

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

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:  1 Name: Job: Responsibilities: Qualifications: Experience:  2 Name: Job Responsibilities: Qualifications: Experience:	
		<b>CV's (and further key persons data CVs) are appended to Tender Sche</b> .
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	

11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with activity schedule</b>	

## **PART 2: PRICING DATA**

### **ECC3 Option A**

<b>Document reference</b>	<b>Title: SUPPLY &amp; INSTALL THE SECURITY BULLET PROOF GUARD OFFICE</b>
C2.1	Pricing assumptions: Option A
C2.2	The <i>activity schedule</i>

## C2.1 Pricing assumptions: Option A

### Activity schedule

Item No.	Activity description	Unit	QTY	Rate	Cost
1.	<ul style="list-style-type: none"> <li>Site establishment</li> </ul>	Sum	1		
2.	<ul style="list-style-type: none"> <li><b>New Old Lower Dam</b> - Supply and install standard guard house cabin with windows (2.4m x 3m) with 12000 BTU commercial air conditioner including electricity connection &amp; provide COC</li> </ul>	ea	1		
3.	<ul style="list-style-type: none"> <li><b>Upper ash dam</b> - Supply and install standard guard house cabin with windows (2.4m x 3m) with 12000 BTU commercial air conditioner including electricity connection &amp; provide COC</li> </ul>	ea	1		
4.	<ul style="list-style-type: none"> <li><b>Old lower ash dam</b> - Supply and install standard guard house cabin with windows (2.4m x 3m) with 12000 BTU commercial air conditioner including electricity connection &amp; provide COC, water connection required with plumbing</li> </ul>	ea	1		
5.	<ul style="list-style-type: none"> <li><b>Main Sewerage plant access gate</b> - Supply and install standard guard house cabin with windows (2.4m x 3m) with 12000</li> </ul>	ea	1		

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	BTU commercial air conditioner including electricity connection & provide COC, water connection required with plumbing				
6.	<ul style="list-style-type: none"> <li><b>Sewage transfer plant properties</b> - Supply and install standard guard house cabin with windows (2.4m x 3m) with 12000 BTU commercial air conditioner including electricity connection &amp; provide COC, water connection required with plumbing</li> </ul>	ea	1		
7.	<ul style="list-style-type: none"> <li><b>Ash dam main access gate</b> - Supply and install standard guard house cabin with windows (2.4m x 3m). with solar panel, Monocrystalline Solar Panels Commercial or utility-scale panels (600W+) 2.4m times 1.3m. (Solar Panel x 1)</li> </ul>	ea	1		
8.	<ul style="list-style-type: none"> <li>4x external LED spotlights) Robust weatherproofing (IP65/IP67), Luminous Flux (Brightness): 3,000 lumens, Power Rating: 100W, Color Temperature: 6000K (Cool White/Daylight)</li> </ul>	ea	24		
9.	<ul style="list-style-type: none"> <li>Site de-establishment</li> </ul>	Sum			





## C2.2 the *activity schedule*

Use this page as a cover page to the *Contractor's activity schedule*.

## C3: Scope of Work

### 2 C3.1 Works Information

#### 1. Description of the works

#### **Supply and Install the Security bullet proof guard office**

##### **Background**

Hendrina power station is a national key point, which consist of critical remote areas that contains highly valuable Eskom asset and staff members. A surge in crime related events has been reported in Hendrina power station, and this can imply that security improvement is needed.

Bullet proof Guard houses shall be erected at manned Eskom sites where security officers are required and utilised 24/7 for site protection and where use of such facilities is deemed feasible.

##### **Objective**

The purpose of this document is to provide guidance and specify the requirement for the installation of the bullet proof Guard offices for Hendrina Power Station. To protect security personnel and provide a safe and secure environment for security guards to monitor and respond to potential treat.

Prevent harm to reduce the risk of injury or harm to security personnel from armed attacks or other hostile actions.

Maintain operational continuity to ensure that security personnel can continue to monitor and protect the power station without interruption.

##### **High-level project scope is as follows:**

The scope of work includes but not limited to the following

- Site clearance.
- Install Barricading
- Risk Assessment (Daily Activity with Site Walk-downs).
- Preparation of the site before any works commences.
- Site establishment.
- Site de-establishment.
- Handover to the client.

The aim of this project is to replace the existing sand on the sand filter and filter nozzles at Hendrina power station. The sand volume in the filters has significantly decreased over time resulting in sub optimal filtration performance. Additionally, the filter nozzles have become damaged due to prolonged use. The combination of low sand levels and worn nozzles contributes to increased maintenance costs and deteriorating water quality.

##### **Detailed Scope of work**

- 3 Site Establishment (Offices, Equipment, Ablutions, Material storage facilities and any other equipment needed to execute the necessary works)
- 4 Barricade work site with solid barricading
- 5 Contractor to perform Cable detection and verify all cables before commencing work. Provisions for identified services to be communicated and approved alongside Client.
- 6 Supply and install standard guard house cabin with windows (2.4m x 3m) with

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12000 BTU commercial air conditioner x 6, and 4 x external LED spotlights for each guard house, including water connection where required, plumbing and Solar panel where there is no electricity connection point, provide DB box, COC.

- 7 Specifications of the Bullet proof security guard offices
- 8 Dimensions: approximately 2.4 x 3 m = 7.2m<sup>2</sup>.
- 9 Level B6 ballistic protection including floor and roof, It must provide 360° protection
- 10 armoured glass windows of the same rating Level B6 ballistic protection on all 4 sides (1m x 0.750m) window in door (300mm x 300mm)
- 11 Monocrystalline Solar Panels Commercial or utility-scale panels (600W+) 2.4m times 1.3m
- 12 48V Hybrid Inverter paired with a LiFePO4 (Lithium Iron Phosphate) battery (minimum 5.12 kWh).
- 13 basic electrical system installed (light, Plugs)
- 14 ISO container blocks allow stacking and mounting on towers
- 15 Forklift pockets for easy handling
- 16 Integrated window grids
- 17 Gunports in all windows to allow the guard on duty to defend himself
- 18 Integrated air-conditioning system
- 19 Escape hatch on roof
- 20 Documentation slot
- 21 Double, manual internal interlock and a clever anti-jam external lock that retracts to prevent lock- in
- 22 Installation of hand water basin
- 23 Installation of shelves for Microwave oven and kettle

**LED Spotlight specifications**

- 24 Robust weatherproofing (IP65/IP67)
- 25 Luminous Flux (Brightness): 3,000 lumens
- 26 Power Rating: 100W
- 27 Color Temperature: 6000K (Cool White/Daylight)
- 28 Additional features such as off-grid capability (solar system)

**Evaluations criteria**

- 29 The contractors' evaluations are to be strictly based on their **Method Statement** (Environmental, Health and Safety team to evaluate the said procedures of execution). The team comprises of the personnel from the following departments
- 30 Safety Risk Management.
- 31 Environmental Management.
- 32 Civil Engineering & Maintenance Department
- 33 Handover to Client.
- 34 Site De - establishment.

A surge in crime related events have been reported in Hendrina power station to critical infrastructure remote areas precisely, booster pumps, Upper ash dam, lower ash dam, Sewerage plant, Sewage transfer plant, ash

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dam main access gate and this can imply that security improvement is needed. Bullet – resistant guardhouse is required to be utilised 24/7 for site protection.

The table below indicates the areas that require the Bullet – resistant guardhouse as per requirements from the end-user.

New Lower Dam - Electricity connection including DB Box, COC to be provided by supplier, no water connection required, 4 x external LED spotlights and 12000 BTU commercial air conditioner
Upper ash dam - Electricity connection including DB Box, COC to be provided by supplier, 4 x external LED spotlights and 12000 BTU commercial air conditioner, no water connection required
Old lower ash dam - Electricity connection including DB Box, COC to be provided by supplier, water connection and plumbing, 4 x external LED spotlights and 12000 BTU commercial air conditioner
Main Sewerage plant access gate - Electricity connection including DB Box, COC to be provided by supplier, water connection and plumbing, 4 x external LED spotlights and 12000 BTU commercial air conditioner
Sewage transfer plant properties - Electricity connection including DB Box, COC to be provided by supplier, water connection and plumbing, 4 external LED spotlights and 12000 BTU commercial air conditioner
Ash dam main access gate – Solar panels, to be provided by supplier, 4 x external LED spotlights .
<b>Total 6</b>

- Structure design and dimensions for permanent bullet resistance guard facilities.

The design of the above-ground protective structures and hardening measures against small arms will assist to reduce the damage to critical assets or functions, namely – equipment, people, materials, structures, etc.

The facilities will protect against weapons effects such as:

- bullet penetration from small arms; considered here are pistols, rifles, sub-machine guns and small machine guns.
- fire hazards from incendiary devices; and
- destruction from physical violence.
- **Material**

**2. Drawings**

List the drawings that apply to this contract.

Drawing number	Revision	Title

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**3. Specifications**

Title	Date or revision	Tick if publicly available
Safety, Health And Environmental Specifications For Principal Contractors	HSPHO/058	✓
Eskom Hendrina power station quality procedure	HSPPA/006	✓
Protective services – access control system procedure	HSPHO/020	✓
Hendrina power station label specification	HSSSPA/001	✓
Site boundaries drawing	25.15/37433	✓
The Hendrina power station environmental policy	HSPPIN005	✓
The environmental emergency preparedness procedure	HSPPIN032	✓
The waste management procedure	HSPPIN003	✓
Vehicle and Driver Safety Management	32-93 Rev1	✓
Eskom Vehicle Safety Specification	32-345 Rev1	✓

**4. Constraints on how the Contractor Provides the Works**

Contractor must execute work as per the scope of work requirements, adhering to Plant Safety Regulations. No work may be carried out without the approval of Quality Control Plans.

**4.1 Meetings**

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Site Kick off Meeting	First week of the contract Award	Umcebo / Katjane Boardroom	<i>Employer, Contractor &amp; Supervisor</i>

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Risk register and compensation events	As an when required by <i>Project Manager</i> or the <i>Contractor</i>	Umcebo / Katjane Boardroom	<i>Employer, Contractor, Supervisor, and ___</i>
Overall contract progress and feedback	Weekly	Umcebo / Katjane Boardroom	<i>Employer, Contractor, Supervisor, and ___</i>
Safety meetings	Monthly on Thursdays	Hendrina Auditorium	Safety, Contractor and Contract Managers

**4.2 Use of standard forms**

NEC Standard forms to be used for all related contractual communication example early warnings

**3 4.3 Invoicing and payment**

The Z clauses make reference to invoicing procedures stated here in this Works Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

Assessment document must be signed by both *Employer* and the *Contractor*; Service entry must be loaded on the system by *Employer* and payment certificate must be issued before the *Contractor* submission of invoice for payment to the *Employer* for payment.

**4.4 Records of Defined Cost**

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

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

None

**4.6 BBBEE and preferencing scheme**

SD&L requirements will be attached during the process of sending out of contract documents on enquiry

**4.7 Facilities to be provided by the Contractor**

*Site must be established by Contractor and Contractor to provide all the facilities required to execute the Project.*

**4.8 Title to material from excavation and demolition**

N/A

**4.9 Design by the Contractor**

Paragraph 1 above will have outlined what work is to be designed by the *Contractor* (if any). State here what procedures are required for the submission and acceptance of that design.

**5. Requirements for the programme**

Computerised planning and reporting

- i. Microsoft Project 2007 has been adopted by the Employer and is to be used for all planning, progress monitoring and reporting of the works for the project.
  - ii. The Contractor is to obtain this software and apply it for the planning and control of the works.
- Programme must be submitted and presented during kick off meeting

**6. Services and other things provided by the Employer**

Employer will provide wate and electricity as a free issue

## C4: Site Information

Core clause 11.2(16) states

C4.1: Information about the site at time of tender which may affect the work in this contract

### 1. Access limitations

#### 1.1 Site location and Security

- The Site is Hendrina Power Station which is located approximately 35km from Middelburg N4/N11 offramp along the Middelburg – Hendrina road (N11). Taking the Pullenshope turn-off, about 23 km south from N4/N11 offramp, and continue about 8km you will get to a sign Hendrina Power Station & turn left to the security gates. Access to the site will be via the main security gate only.
- The *Employer* will inform the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Contractor* to allow in his price and program for delays at the security gate.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes but is not limited to briefcases and toolboxes.

All *Contractor* employees to provide proof clearance before access permits are issued.

#### 1.2 Access limitations

Normal working hours are Eskom working hours:

Monday to Thursday	07:00 - 16:15
Fridays	07:00 - 12:00

All Timesheets and workers register are to be kept for records purposes i.e. man-hours worked safely etc. Daily time sheet must be kept up to date of normal and overtime always worked.

#### 1.3 Temporary Gate Permits

The *Contractor* provides the *Employer* with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the *Employer* who arranges for all gate permits.

#### 1.4 Occupational Health and Safety Induction Course

All the employees of the *Contractor* must attend a health and safety induction course provided by the *Employer* at the security offices before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the health and safety induction.

The Induction course includes an awareness on the Error prevention and Improvement tools and techniques to ensure familiarisation and use of these error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self-checks (STAR principle), Peer Checks, Job observations, Accountability, Effective communications e.g. 3- way, Questioning attitude, Procedural adherence, Hand overs and other.

A list of employees requiring safety induction must be submitted at least 2 days in advance arrival so that the details of the safety and health induction course can be communicated.

#### 1.5 Health and Safety Requirements

*Contractor* ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority. The Contractor acts in accordance with the health and safety requirements stated in the Works Information. In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensures the compliance by its employees, agents, Sub-Contractors and mandataries with:

the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act (“the OHSA”); and the Eskom “Health, Safety and Environmental specifications for Contractors” document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the Contractor (collectively “the Eskom Regulations”). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the Contractor. The Contractor complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and the health and safety plan prepared by the Contractor in accordance with the SHEQ Requirements

(The OHSA and the Eskom Regulations are collectively referred to as the “SHEQ Requirements”).

- The *Contractor*, at all times, considers itself to be the “Employer” for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub-Contractors and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.
- The Contractor acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.
- The Contractor ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

The Employer, or any person appointed by the Employer, may, at any stage during the duration of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor;
- refuse any employee, Sub Contractor or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- Issue the Contractor with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.
- The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Employer’s Representative.
- The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
- The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.
- The Contractor confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub-Contractors or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and

procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the OHSA.

- The Contractor agrees that the Employer is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the Contractor, and the Contractor's employees, agents or Sub-Contractors, to the extent permitted by the OHSA.
- The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the Employer(as the case may be) as a result of, any failure of the Contractor, its employees, agents, Sub-Contractors and/or mandataries to comply with their obligations in terms of clause 16, and/or the failure of the Employer to procure the compliance by the Contractor , its employees, agents, Sub-Contractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.
- In carrying out his obligation as the mandatory to the Employer for this contract in terms of the National Environmental Management Act No.107 of 1998, the Contractor ensures that he complies with the Act when Providing the Services or using plant, materials or equipment.
- The following hierarchy of controls has to be observed on any activity that is above ground level:
  - The identification of the risks and hazards to which persons may be exposed to.
  - An analysis and evaluation of the risks and hazards identified based on a documented method.
  - A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
  - Have a monitoring and a review plan in place.
  - When working at height, risk assessments shall take into account factors such as, the necessity for the work to be done in an elevated position as opposed to on the ground and precaution measures to be taken to mitigate incidents.
  - Any lesson occurred from working at heights must be reported and shared among the team.

## **1.6 Permit to Work System**

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

The Contractor's Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Hendrina Power Station, Eskom. The Contractor must also make provision for sufficient Authorise Supervisor(s) depending on the contractual obligations.

The Authorised Supervisor will need to undergo a week's training, which will be arranged at a suitable Eskom facility. This person must also pass an exam to verify his understanding of the procedure, after which he/she will need to be interviewed by a panel to discuss the practical understanding of being appointed as an Authorised Supervisor.

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

## **1.7 Transportation of passengers: open LDV's:**

No Eskom employee or Contractor would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of Eskom and Contractor employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate
- Seating, fitted with safety belt for the number of passengers to be transported.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of all vehicles
- The above must apply to on site and off site transportation of passengers.

## **1.8 Eskom Life Saving Rules:**

Life Saving Rules have been developed that will apply to all Eskom Employees, agents, consultants and Contractors.

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

## **1.9 Local Safety Procedures**

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

### **1.10 Incidents / Accidents**

- Incidents and accidents must be reported and investigated as detailed in OHS Incident Management Procedure 32-95. All incidents must also be reported to the Employer within 24 hours.
- First aid must be made available either by the Contractor or use can be made of the Hendrina medical centre. The availability of the Contractor's own first aid does not relieve the Contractor of his obligation to report and investigate the incident in accordance with Hendrina Procedure.
- The Employer will accompany the Contractor to hospital in the case of serious injury.

### **1.11 Fire Prevention**

- Fire prevention and protection requirements to which Contractors must comply are detailed in HSPHO/059 Emergency Response Procedure

### **1.12 Protective Equipment and Clothing**

- The Contractor supplies his own personal protective equipment necessary to carry out the Works and the Contractor shall ensure that all overalls for his staff have clearly identifying company LOGO's
- The Contractor is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures.

### **1.13 Inspection of Equipment**

- The Contractor's equipment is inspected by an authorised Eskom employee on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the Employer at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.
- Training requirements must comply with the Works Information and statutory requirements.

#### **1.14 Environmental Policy and Waste Handling**

The Contractor shall submit an Environmental Management Plan (EMP) to be reviewed and approved by Eskom environmental officer, one week before the commencement of Works if required as per the Works Information.

#### **1.15 Disposal of Waste**

Waste shall be removed promptly to the designated disposal area as per below requirements:

- Domestic waste to the bins marked Domestic waste
- No stockpiling will be permitted
- Production waste in the marked bins
- Paper in its recycling bin
- Contact the Project Manager for the disposal of building rubble

Scrap metal, Wood & Rubber, Redundant Valves, Pipes, and Equipment etc. to be placed in the marked bins scrap bins.

#### **1.16 Hazardous Waste Disposal and Handling**

- Any new hazardous waste that comes to the temporary hazardous waste site must be accompanied by an SDS; all other hazardous waste can be delivered without the SDS.
- An inventory is signed by the person who delivers the hazardous waste and the waste coordinator must acknowledge the receipt of the waste.
- A 210l drum with lid will be issued to the person who has delivered the waste after the inventory is signed.
- Drums with incorrect colour coding or drums without lids will not be accepted at the temporary hazardous waste site.

## **2. Additional Information**

Contractors are accountable for taking all the necessary steps to protect all persons (including employees, visitors, and the general public), to protect the environment and property against any harm during the course of performing work or services in relation to their contractual obligations. In addition, all work procedures and equipment will be carried out in accordance with Eskom and legislative requirements.

Eskom's contractors have the fundamental accountability and responsibility for executing on-site safety, health, and environment issues for their activities, services, products, and work. Each Contractor is responsible for ensuring that its employees and the employees of any appointed contractors comply with all occupational safety, health, and environmental (SHE) statutory requirements and the policies and procedures of Eskom Holdings SOC Limited.

This procedure is supplementary to the requirements of relevant legislation and the conditions of the contract.

