



NEC3 Term Service Contract (TSC3)

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

and

for **Medupi Power Station Animal Management Services**

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CONTRACT No. 46000_____

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Title of the Contract

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 or C	The offered total of the Prices exclusive of VAT is	R [•]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		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 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	014 762 2000
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	Lufuno Tshidzumba

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

	Address	Medupi Power Station
	Tel	014 762 2000
	Fax	N/A
11.2(2)	The Affected Property is	Medupi Power Station
11.2(13)	The <i>service</i> is	Animal Management Services
11.2(14)	The following matters will be included in the Risk Register	▪ Inclement Weather (heatwave) ▪ Labour strike and Community Unrest ▪ Fire ▪ Access constraints and interfacing with Others
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	1 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	1 May 2022
30.1	The <i>service period</i> is	36 months
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 21st day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	1 weeks.
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 and

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

6	Compensation events	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	None
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 service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	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 Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation																									
X1.1	The <i>base date</i> for indices is	[•].																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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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.																								
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																								
X13	Performance bond																									
X13.1	The amount of the performance bond is	R [•]																								
X17	Low service damages																									
X17.1	The <i>service level table</i> is in	[•]																								

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

service period, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of

the event, he is not entitled to a change in the Prices.

Z9 *Employer's limitation of liability*

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

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

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

Z11 *Ethics*

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

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

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

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

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

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

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

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

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

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

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

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

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

Z12 Insurance

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

Insurance cover 83

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

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

INSURANCE TABLE A

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

in connection with this contract

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site,

without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

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

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
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	

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

Responsibilities:
Qualifications:
Experience:

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in _____	
11.2(19)	The tendered total of the Prices is	R _____
C	Target contract with price list	
11.2(12)	The <i>price list</i> is in _____	
11.2(20)	The tendered total of the Prices is	R _____
E	Cost reimbursable contract	
11.2(12)	The <i>price list</i> is in _____	

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Performance **Bond – Demand Guarantee**: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-

- 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
- 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
- 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
- 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
- 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
- 1.6 “Expiry Date” - means the earlier of
- the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
- 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
- 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
- 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;

- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

Witness: _____
Bank's seal or stamp

Witness: _____

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [●] [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 "*Contractor*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
 - 1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
 - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.9 "Project" – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");
 - 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

Witness: _____ Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	27
C2.2	The <i>price list</i>	29

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

				Estimate	
Item No.	Resource	Unit	Quantity	Unit Rate	Amount
1	PRELIMINARIES AND GENERALS				
1,1	PRELIMINARIES AND GENERAL: FIXED				
1,101	Medical Clearance (entry and exit)	no	6		
1,102	Safety PPE (issued annually)	yrs	3		
1,103	Snake Catching Equipment (issued annually)	yrs	3		
1,2	PRELIMINARIES AND GENERAL: TIME				
1,201	Overhead Running Costs	months	36		
1,202	Transport (4x4 closed bakkie/panel van)	kms	241 089		
1,203	Cell phone allowance	months	36		
2	LABOUR: CALL OUT, CATCH, TRANSPORT AND SAFE RELEASE				
2,1	NORMAL TIME (Monday - Friday, 7am - 4pm)				
2,101	Snake Catcher and Animal Carer (1x)	hrs	6 804		
2,102	Assistant Snake Catchers and Animal Carers (2x)	hrs	13 608		
2,2	OVERTIME CALL OUTS (Outside normal working hours)				
2,201	Call out including first hour	hrs	5 400		
2,202	Additional time in excess of first hour	hrs	7 560		
2,3	OVERTIME CALL OUTS (Sundays and Public Holidays)				

	2,301	Call out including first hour	hrs	1 137		
	2,302	Additional time in excess of first hour	hrs	1 592		
	2,4	BEEES AND WASPS : CALL OUTS (EXTRA OVER ABOVE)				
	2,401	Call out including first 3 hours (Specialist required)	no	36		
	2,402	Additional time in excess of first 3 hours	hrs	97		
	2,5	FISH AND OTHER AQUATIC ANIMALS: CALL OUTS (EXTRA OVER ABOVE)				
	2,501	Call out including first hour (Specialist required)	no	36		
	2,502	Additional time in excess of first hour	hrs	43		
3	FOOD					
	3,1	FOOD				
	3,101	Dry pellet cat food / kibble	kg	21 681		
	3,102	Kuilvoer / silage for Impalas, etc.	kg	4 500		
	3,103	Salt blocks (25kg blocks)	kg	1 800		
	3,104	Trophy blocks (25kg blocks)	kg	900		
	3,105	Grass bales (25kg blocks)	kg	1 200		
4	ANIMAL CARE					
	4,1	FERAL CAT COLONY				
	4,101	Cat containment cages (humane cat traps)	no	3		
	4,102	Cat feeding stations (new)	no	2		
	4,103	Cat feeding stations (maintenance of existing)	days	365		
	4,104	Euthanasia of injured or sick cats	no	108		
	4,105	Sterilisation (TNR Programme - Trap, Neuter and Release)	no	210		
	4,106	Deworming				
	4,107	Vaccinations (Rabies, etc.)				
	4,108	Veterinary inspections (excl medications and treatment)	no	60		

	4,109	Allowance for medications and treatment	no	48		
	4,2	GAME				
	4,201	Game count	no	6		
	4,202	Deworming	litre	5		
	4,203	Veterinary inspections (excl medications and treatment)	no	150		
	4,204	Capture game for removal from site (trade)	no	9		
	4,3	CARCASS INCINERATION				
	4,301	Small animals (cats, baboons, etc.)	no	36		
	4,302	Game	no	12		
5	AWARENESS AND EDUCATION					
	5,1	SNAKE AND REPTILE AWARENESS				
	5,101	Snake and reptile awareness presentation (per person)	no	850		
	5,102	Advance first aid course for snake bites				Excluded
TOTAL						
						<i>Above figures exclude Escalation and Taxation</i>

The total of the Prices

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. In this Guarantee the following words and expressions shall have the following meanings:-	21
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.	21
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:	21
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:.....	22

5. The Bank's obligations in terms of this Guarantee:.....	22
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.	22
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.....	22
8. This Guarantee:.....	22
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2. At the instance of the <i>Contractor</i> , we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the <i>Employer</i> , as security for the proper performance by the <i>Contractor</i> of the <i>Contractor's</i> ASGI-SA Obligations and hereby undertake to pay to the <i>Employer</i> , on written demand from the <i>Employer</i> received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.	24
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4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:.....	25
5. The Bank's obligations in terms of this Guarantee:.....	25
6. The <i>Employer</i> shall be entitled to arrange its affairs with the <i>Contractor</i> in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the <i>Contractor</i> or any variation under or to the Contract.	25
7. Should the <i>Employer</i> cede its rights against the <i>Contractor</i> to a third party where such cession is permitted under the Contract, then the <i>Employer</i> shall be entitled to cede to such third party the rights of the <i>Employer</i> under this Guarantee on written notification to the Bank of such cession.	25
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1 Description of the service

1.1 Executive overview

Eskom Medupi Power Station is subject to Environmental Authorisations, Permits, Licenses and associated Environmental Management Plans that requires that the stations must ensure that wildlife is appropriately managed. The Station not only has the responsibility to ensure the safety of employees and contractors but also has the responsibility to ensure that animals onsite are managed and protected to achieve zero harm.

Medupi Power Station is looking for a suitable supplier who will be responsible for Catching, Rehabilitation, Transport, Relocation and safe release of living or dead animals in appropriate manner.

1.2 Employer's requirements for the service

Animal rescue will be required at various Eskom (Medupi) sites i.e. Medupi site and permanent houses of its employees at Onverwacht and Lephalale town.

The implementation of this scope of work will result in the following benefits to Eskom:

- Compliance to the National Environmental Management Act, 107, S30;
- Early response to wildlife interaction;
- Decrease risk of penalties from Department of Environmental Affairs;
- Conservation of the environment.

Contractor Main Duties

Contractor to be on a callout to

- Catch;
- Rescue;
- Feed;
- Transportation;
- Rehabilitation;
- Safe release of living and
- Discard dead animals at an appropriate place.
- Be available 24/7 for any call out.
- Provide snake and reptile awareness training to employees

Site Animals

- Snakes;
- Bees and wasps;
- Fish
- Cats
- Large, medium and small animals (Kudu, impala, warthog, Zebra, baboon, monkey and any other)
- Any other animals within boundaries of the sites covered in the scope

The Contractor shall use methods accepted by the Employer to catch, rehabilitate release the living or discard dead reptiles.

Call Out for Snakes and other reptiles (employees houses)

Capture and release venomous and non-venomous snakes, reptiles and other animals as required with methods accepted by the Employer.

Bees and Wasps

Bee swarms onsite found in various locations like structures and trees

Safely capture bee swarms and hives for safe and release at a suitable area

Cats (Medupi only)

Medupi has a cat management program which the contractor will implement.

- Provide cat food i.e. dry pellets and water regularly
- Distribute cat food at the designated feeding stations
- Clean and maintain cat stations
- Capture of cats for health checks and sterilisation, return healthy sterilised cats back to site, have sick or injured cats euthanized.
- Regular monitoring of the cat population and maintain the cat population numbers according to the carrying capacity of the site.

Call Out for Large animals (Medupi only)

Provision and distribution of suitable feeds at dedicated areas onsite as follows:

- Kuilvoer / silage/ pellets for Impalas
- Grass bales for Zebras
- Trophy blocks
- Salt blocks
- Tick and worm control

Provide veterinary services for any injured animals if required.

Provide incineration services or acceptable disposal options for dead animals.

Provide carrying capacity assessments.

Rescue management

Contractor must ensure the following when catching, rehabilitating, transporting, relocating and safe release of living or discard dead animals:

- Use methods accepted by the Employer in line with legal requirements;
- Conduct risk assessment prior catching the animals;

- Check for any injuries or obvious health concerns on animals after catching and apply necessary care;
- Where necessary the animal can be kept in a facility until fit for release;
- The reptile can be released at a property known and accepted by Eskom;
- Disposal of animal carcasses must be in a safe manner i.e. trench burial method at landfill site or other such acceptable and legal method.

Reporting

The Contractor must submit a monthly report to the Employer.

The Contractor must keep records of animals rescued with the following information:

- Time and date of animal rescue;
- Name of species caught;
- Location/address it was caught;
- Location it was released;
- Details of person who made a callout (i.e. name, phone number, unique number, company or contractor);
- Call out hours and extra time;
- Number of people trained;
- Evidence of disposal of animal; and
- Any other information deemed necessary by the Employer.

General information regarding health and safety

The following outlines the general requirements for health and safety and details the Client's commitment to the health and safety of all persons involved in its business process activities.

- The Contractor must be fully committed to health and safety on the project and to the creation of an injury free working environment.
- Safe working is integrated into every aspect and area of our business and will never be compromised by concern for other deliverables or set targets.
- The Contractor must take into account the Client's level of commitment to occupational health and safety during tendering and contractor discussions. No deviation from the highest level of safety standards and safe working practices will be tolerated.

ESKOM SHE Policy and Life Saving Rules

SHEQ Policy

ESKOM is fully committed to protecting the health and safety of employees, contractors, visitors and members of the public. Occupational health and safety is a core value in ESKOM and the belief is that all unsafe acts and incidents are preventable and this belief guides our approach to safety across our business activities.

The ESKOM Safety, Health, Environment and Quality policy is available from the Medupi Safety Department.

Eskom Life Saving Rules

There are 5 lifesaving rules that have been identified by Eskom. Failure to adhere to these rules by any ESKOM employee or employee of any Principal Contractor or Contractor will be considered a serious transgression. These rules are being implemented to prevent serious injury or death of any employee, labour broker or contractor working in any area within Eskom.

- a) Medupi Management team will take a stance of zero tolerance on these rules.
- b) Non-compliance to a lifesaving rule will be considered serious misconduct and will lead to serious disciplinary action, which may include permanent access restriction to Eskom's contractor site.
- c) This is to ensure that every person who works on or visits Medupi Power Station returns home safely to his or her family.

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

<i>Employer</i>	The person named as the <i>Employer</i> in the Appendix to Tender and the legal successors in title to this person.
<i>Contractor</i>	The person(s) named as <i>Contractor</i> in the Letter of Tender accepted by the <i>Employer</i> and the legal successors in title to this person(s).
<i>Service Manager</i>	The person appointed by the <i>Employer</i> to act as the <i>Service Manager</i> for the purposes of the Contract and named in the Appendix to Tender, or other person appointed from time to time by the <i>Employer</i> and notified to the <i>Contractor</i> as per NEC procedures.
Service Information	The document/s forming part of the contract in which are described the methods of executing the various items of work to be done, and the nature and quality of the materials to be supplied and includes technical schedules and drawings attached thereto as well as all samples and patterns.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
Gx	Generation Division
NEC	New Engineering Contract
TES	Technical Evaluation Strategy
TSC	Term Services Contract

2 Management strategy and start up.

2.1 The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his “design” for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

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 time & interval	Location	Attendance by:
Risk register and compensation events	Weekly or as and when required	MS Teams	Both Parties
Overall contract progress and feedback	Monthly	MS Teams	Both Parties
Contractual meeting	Monthly	MS Teams	Both Parties

2.3 Contractor's management, supervision and key people

Contractor's key people shall be indicated the Contract Data provided by the *Contractor* in section C1.2b on page 20.

2.4 Provision of bonds and guarantees

Not applicable

2.5 Documentation control

All documents issued shall be numbered, dated and registered on the project document management system, maintained by the *Contractor* and conforming to the *Contractor's* Quality Management Plan. The documents shall be available at the recorded locations as noted in the document management system.

All documents supplied by the *Contractor* are subject to the *Employer's* acceptance. The *Contractor* includes the *Employer's* drawing number in the drawing title block. This requirement only applies to design drawings developed by the *Contractor* and his Sub-*Contractors*. Drawing numbers are assigned by the *Employer* as drawings are developed. The *Contractor* shall establish a document tracking system to record the dates for the supply and receipt of all design drawings, calculations and requests for information. The *Contractor* will be issued with a series of project drawing numbers which shall apply to all drawings including those from Subcontractors. These numbers will then be used for reference throughout the project.

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* submits a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate. The invoices must be send to Finance Shared Service email address invoiceseskomlocal@eskom.co.za

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

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

2.6.1 Schedule of Actual Costs and Accounts

The *Contractor* shall submit a detailed monthly schedule of his actual costs with all the necessary backup information at the monthly measurement meeting, for review by the *Supervisor*. The various schedule items as detailed in the Schedule of Cost Components, shall be submitted in a spreadsheet format, itemized in terms of People, Equipment, Plant and Materials, charges, and manufacture and fabrication. Schedule items shall be grouped into work area activities as outlined in the *activity schedule*, with such work area activity groupings referenced against the *activities schedule* item numbering.

Before each successive monthly measurement meeting (i.e. on a weekly basis), the *Contractor* shall submit to the *Supervisor* all current (or cumulative to that assessment date) backup documentation for acceptance. Backup documentation shall include, but not limited to: all calculation sheets, citing each completed task and item in the Bill of Quantities, drawings, etc.; acceptance of completed work payment purposes, including confirmation of attainment of each criteria set out either in the specification or any other document which this contract prescribes.

Following the monthly measurement meeting, the *Contractor* shall present a detailed final schedule (with revisions agreed to at the monthly measurement meeting incorporated), including the necessary backup documentation, to the *Supervisor* for final checking.

Once accepted by the *Supervisor*, he will submit it to the *Service Manager*. This will then be used by the *Services Manager* to assess the amount due in terms of Clause 50 of the TSC.

The final format and layout of this monthly schedule as well as the level of detail of backup information required are to be agreed between the *Service Manager* and the *Contractor*. Clause 52 of the TSC shall apply in terms of accounts to be kept by the *Contractor* to verify the above monthly schedule of actual costs.

2.6.2 Records and Returns

This Section relates to the preparation and submission of records and returns by the *Contractor*, to be submitted to the *Supervisor* in a form that is acceptable to him.

- At Start Up of the works
- Prior to First Commencement of a Particular Work Activity
- On Completion of a Work Activity or Part Thereof
- Daily
- Weekly
- Monthly
- On Completion of the works

2.7 Contract change management

Any changes to this contract shall implemented in accordance to section 6 of the core clauses

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

Not applicable. Option A is chosen for this contract.

2.9 Insurance provided by the *Employer*

None

2.10 Training workshops and technology transfer

The Contractor shall share some insight knowledge regarding the wildlife animals on a regular basis with employees in the Affect Property.

2.11 Design and supply of Equipment

Not applicable

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

2.12.1 Equipment

- Snake Containers
- Snake sticks
- Snake Protective Gear
- Other equipment used by the *Contractor* to provide the services

2.12.2 Information and other things

Knowledge sharing by the *Contractor* about wildlife during the *service period*

2.13 Management of work done by Task Order

A Task Order will be given to the Contractor during the service period.

Health and safety, the environment and quality assurance

2.14 Health and safety risk management

The *Contractor* shall comply with the Eskom's Minimum Requirements for Health and Safety. SHE Specification 240-146140396 and applicable procedures, policies, guidelines and standards provided in this Works Information. The *Contractor* shall comply with the Occupational Health and Safety Act (OHS Act No 85 of 1995) and Regulations and the *Contractor* shall comply with any additional current statutory requirements of any relevant Government Departments regarding health.

Only the latest version/ revision of the applicable legislation, acts and regulations shall be deemed to be accepted at Medupi Power Station. Not limited to the following below legislation, acts and regulations are complied with:

- Compensation for Occupational Injuries and Diseases Act 130 of 1993
- National Water Act 36 of 1998
- Occupational Health and Safety Act and Regulations (85 of 1993)
- National Environmental Management Act 107 of 1998
- Applicable South African National Standards (SANS)
- National Road Traffic Act 93 of 1996
- Basic Conditions of Employment Act 75 of 1997
- National Veld and Forest Fire Act and Regulations 101 of 1998
- Environmental Conservation Act and Regulations 73 of 1989
- SACPCMP Act no. 48 of 2000
- Radiation Protection Act
- COVID-19 Occupational Health And Safety Measures In Workplaces COVID-19 (C19 OHS), 2020

The *Contractor* shall establish and enforce rules to ensure the health and safety of his own employees and those of its Sub *Contractors* so that high standards of personnel health and safety are achieved and maintained. The *Contractor* shall exercise and enforce all necessary care and measures to preclude exposure of personnel, labour and nearby residents (if any) to potential health hazards and environmental pollutants.

The *Contractor* shall ensure that all persons which are employed and or deployed to work on site undergo police clearance, and are certified to have no criminal records. This shall be done prior to them being allowed or given access to start work on site.

The *Contractor* is required to compile a SHE file as per the scope of work to comply with the *Employer's* specification, which includes but not limited to the following;

- Safety, Health and Environmental Plan (SHE Plan)
- SHE organization within the Company-Responsibility & Accountability
- OHS Incident management Procedure (32-95)
- Planning of conduct of work activities including planning for changes and emergency work (Operational Plan)
- Management of PPE- Personal Protective Equipment (Procedure with the matrix)
- Emergency planning and fire risk management
- Vehicle and driver behaviour safety (Competency, Traffic Management, etc.)
- Sub-*Contractor* or supplier selection and management
- Design and specifications (Drawings)
- Key personnel competency, training, appointments
- Communication and awareness Plan
- Management commitment and visible felt leadership (32-407)
- *Employer's* Baseline SHE Risk Assessment (BRA)
- *Contractor's* Baseline Risk Assessment in line with the *Employer's* BRA (Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA.)
- Valid Letter of Good Standing (COIDA or equivalent)

- SHE policy signed by CEO/ MD- Comply to OHS Act Section 7 or OHSAS 18001
- Occupational hygiene and health risk assessment
- Medical surveillance

The *Contractor* shall comply with the health and safety requirements contained in the Safety requirement to this Service Information.

2.15 Environmental constraints and management

The mitigation requirements are recorded in the Environmental Management Plan (EMP). The *Contractor* shall acquaint himself fully with the contents of the EMP to ensure that the *Contractor* is fully aware of the requirements of the EMP and its implications on the works. The *Contractor's* rates tendered shall cover all costs that will be incurred to comply with all requirements of the EMP. Special attention is drawn inter alia to the following aspects:

- Site demarcation: The *Contractor* shall demarcate his camp site, be restricted to that specific area and take full responsibility to restore the area to its original condition before the contract commenced
- Waste management: The *Contractor* shall dispose of all waste off-site at a licensed waste disposal facility and submit proof to Eskom
- Sanitation: The *Contractor* shall provide an appropriate enclosed temporary sanitation facility not a bucket system
- Dust control: The *Contractor* shall be responsible to apply effective dust control measures
- Re-vegetation: The *Contractor* shall be responsible to re-vegetate the locations of trial pits, boreholes, roads and tracks through the veld, the camp site and any area of activity related to the works, as may be required
- Fire prevention: It shall be the responsibility of the *Contractor* to prevent veld fires at all times during the contract

The *Contractor* shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction. Nothing specified herein shall relieve the *Contractor* of any obligations or responsibilities in this regard.

The *Contractor* shall implement an Environmental Policy, in line with various statutory regulations. The *Contractor's* Environmental Management Plan shall be submitted to the *Service Manager* within 14 days for review and acceptance after the awarding of the contract. Upon the *Service Manager's* acceptance, the *Contractor* shall immediately implement the policy and any amendments, and keep it in operation for the duration of the contract.

The *Contractor* shall keep the Environmental Management Plan updated in accordance with his Quality Management Procedures and make amendments as required by the *Service Manager* and the circumstances prevailing at the time. The *Contractor* shall immediately supply the *Service Manager* with a copy of an updated Environmental Management Plan which shall clearly indicate the revisions undertaken. The following documents shall be submitted and accepted by the environmental department before commencement of work:

- Environmental Policy
- Objectives and Targets
- Aspects and Impacts Register (related to scope of work)
- Operational Work Instructions (related to scope of work)
- Competency, training and awareness (including Training matrix)
- Waste Management Plan

2.16 Quality assurance requirements

All Quality Management System requirements shall comply with QM-58 Category 2. The *Contractor* shall be responsible for the quality of and testing of materials, workmanship and production processes used in completing the works. Within fourteen (14) calendar days after Contract Date, the *Contractor* shall submit to the *Service Manager* the Quality Management Plan for quality control and quality assurance of the works.

3 Procurement

No *Sub-Contractor* shall be appointed without the written acceptance of the *Service Manager*.

3.1 People

3.1.1 Minimum requirements of people employed

Minimum requirements of people employed in this contract shall comply with the TES (Technical Evaluation Strategy).

3.1.2 BBBEE and preferencing scheme

BBBEE and preferencing shall be implemented as per the Procurement Strategy and procedure 32-1034

4 Working on the Affected Property

Affected Property include but not limited to Medupi site and permanent houses of its employees at Onverwacht and Lephalale town.

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

Access to Site

Access to the site is controlled and it is governed by the terms and conditions lay down by Medupi Power Station security officials. The site will be shown to the *Contractor* during the site meeting or clarification meeting by the *Employer*.

The *Contractor* liaises with the Gx SHE Practitioner/Officers for Safety Induction prior work to commence. During Safety Induction, site access permits with a copy of the medical and a certified ID copy/passport (not older than three months) should be handed to the Gx SHE Practitioner/Officer for approval.

The Contractor employees will take the signed site access documents to security reception official in order to finalize their site access.

The *Contractor* ensures that all its employees carry their site access forms with them all the time.

The *Contractor* is subjected to alcohol testing on a daily basis.

The Contractor submits his application for vehicle permit to the *Service Manager*. The personnel and vehicles entering and leaving the site are subjected to routine searches.

The *Contractor* obtains a "Gate Removal Permit" from the *Service Manager* before materials and equipment can be removed from site. The "Gate Removal permit" gives itemised list of materials and equipment to be removed from site.

The *Contractor* ensures that a tool list is available on the day of arrival and that all tools are captured on the tool list. The tool list will be handed over to the Reception Security official that will stamp the tool list. The tool list will be kept safe and will be used when tools needs to be

remove from site. This message should be handed over to any Subcontractor that will be working on Medupi Power Station.

Site Regulations

The *Contractor* complies with the Site Regulations as per Employer's Safety Health and Environmental Specification 240-127760320.

Any subject within the authority of the *Service Manager* may be addressed by a Site Regulation.

Before work starts on Site, a kick-off meeting is held with the *Contractor* and the *Project Manager*, to explain in detail all requirements of the Site Regulations.

Permit to Work System

Not Applicable

People restrictions on Site; hours of work, conduct and records

Restrictions and hours of work may apply at Medupi Power Station. The *Contractor* keeps records of his people on Site, including those of his Subcontractors which the *Project Manager* or *Supervisor* have access to at any time. These records may be required when assessing compensation events.

4.2 People restrictions, hours of work, conduct and records

Not Applicable. Contract will be as and when required

4.3 Health and safety facilities on the Affected Property

The *Contractor* provides a First Aid service and SHE representative to his employees and Sub-*Contractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available. Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life threatening situations. The *Employer* recovers the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

4.4 Environmental controls, fauna & flora

The Contractor shall comply with Medupi Waste Management Procedure – 240-101861550, National Environmental Management Act (NEMA, Act No. 107 of 1998) and the National Environmental Management Waste Act (NEMWA, Act No. 59 of 2008)..

4.5 Cooperating with and obtaining acceptance of Others

Other *Contractors* are working in the same area as the work of this contract. In this regard, the *Contractor* co-ordinates his work with the *Service Manager* to maintain harmonious working conditions on the Affected Property.

During the progress of the *works* the *Contractor* provides access to Others who also execute work in the same area, on an as and when required basis.

The *Contractor* makes his own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with Others).

4.6 Records of Contractor's Equipment

- a) The *Contractor* provides all Equipment that is required to complete the services in this contract..
- b) The *Contractor* shall ensure that all his staff labour and equipment remains within the scope of this contract.
- c) The *Contractor* shall ensure that any staff, labour, or equipment moving outside his allocated site does not obstruct the normal operation of the scope in this contract. Any additional access routes required must be coordinated with the *Service Manager*.
- d) The *Contractor* must keep daily records of his equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Service Manager* at all reasonable times.
- e) All Equipment used by the *Contractor* in providing the services shall comply with the General Machinery Regulation 4 of the Occupational Health and Safety Act (Act 85 of 1993).

4.7 Equipment provided by the Employer

No Equipment will be supplied by the *Employer*; however the *Employer* does reserve the right to negotiate with the *Contractor* that different equipment be used of another origin for whatever purpose that may become apparent at the time. The *Contractor* supplies all equipment deemed necessary to provide the services in this contract.

4.8 Site services and facilities

4.8.1 Provided by the Employer

None

4.8.2 Provided by the Contractor

The *Contractor* supplies all equipment deemed necessary to provide the services in this contract.

4.9 Control of noise, dust, water and waste

None

4.10 Hook ups to existing works

None

4.11 Tests and inspections

4.11.1 Description of tests and inspections

Not applicable

4.11.2 Materials facilities and samples for tests and inspections

Not applicable

5 List of drawings

5.1 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.

Drawing number	Revision	Title