



NEC3 Term Service Contract (TSC3)

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

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

for **Monthly Service Contract for Maintenance of
Smokestack Lifts and the supply of spares on an “as
and when required” basis at Tutuka Power Station
for a period of 5 years.**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]

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:

Monthly Service Contract for Maintenance of Smokestack Lifts and the supply of spares on an “as and when required” basis at Tutuka Power Station for a period of 5 years.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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.

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

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

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

For the tenderer:

For the *Employer*

Signature

Name

Capacity

On behalf of (Insert name and address of organisation)





Name & signature of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: <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.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]

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

e-mail		[•]
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	Monthly Maintenance and Repairs on 2 x Smokestack lifts and the supply of spares on an as and when 'basis'
11.2(14)	The following matters will be included in the Risk Register	As stipulated in the Site information section of this contract (Appendix C on the last page of this document)
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	24 Hours
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	Not applicable
3	Time	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is	60 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	On the 25th of each month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 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	Works/Task that are not included in the Service Information (scope), Appendix or Annexures
7	Use of Equipment Plant and Materials	<p>The <i>Contractor</i> has the right to use equipment, Plant and Materials provided by the <i>Employer</i> only to Provide the Service.</p> <p>At the end of the service period the <i>Contractor</i></p> <ul style="list-style-type: none"> • returns to the <i>Employer</i>, equipment and surplus Plant and Materials provided by the <i>Employer</i>, • provides items of Equipment for the Employer's use as stated in the Service Information and • provides information and other things as stated in the Service Information
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Refer to Risk Register on an appendix C Insurance as stipulated on Z12 clause.
9	Termination	Termination will be dealt with as per NEC3 TSC termination clauses.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Not Applicable
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	<p>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</p> <p>Address [•]</p> <p>Tel No. [•]</p>

Fax No. [•]

e-mail [•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation																									
X1.1	The <i>base date</i> for indices is	The month prior the enquiry closing.																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>15%</td><td colspan="2">non-adjustable</td></tr> <tr> <td>100%</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15%	non-adjustable		100%		
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15%	non-adjustable																									
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X2	Changes in the law	Of the Republic of South Africa.																								
X17	Low service damages																									
X17.1	The <i>service level table</i> is in	Appendix A on the second last page of this document																								
X18	Limitation of liability																									
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																								
X18.2	For any one event, the <i>Contractor's</i>	the amount of the deductibles relevant to the																								

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	liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	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 <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	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 <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	2 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	Not Applicable
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Appendix B on the last page of this document. No incentives will be paid out for Key performance indicators
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	The performance of the <i>Contractor</i> will be assessed 6 monthly to ensure transparency and good performance is sustained
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 **Cession delegation and assignment**

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- 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

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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

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of this contract or in execution thereof.

- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

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

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

INSURANCE TABLE A

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

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person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	
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

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

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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

Maintenance of Smokestack Lifts

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(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in _____.		

A	Priced contract with price list
----------	--

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

PART 2: PRICING DATA
TSC3 Option A

Document reference	Title
C2.1	Pricing assumptions: Option A
C2.2	The <i>price list</i>

• C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of 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.

Maintenance of Smokestack Lifts

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*

Item nr	Description	Unit	Rate
	Monthly service for two lifts	EA	
	Assistant normal time (permanently on site)	Hr	
	Homework home travelling	Km	
	As and when required		
	Field Engineer normal time	Hr	
	Technician normal time	Hr	
	Normal overtime		
	Technician overtime	Hr	
	Assistant overtime	Hr	
	Field Engineer overtime	Hr	
	Sunday overtime		
	Technician Sunday overtime	Hr	
	Assistant Sunday overtime	Hr	
	Field Engineer Sunday overtime	Hr	
	Overtime & call out Travelling	Km	
	Yearly		
	PPE (3 persons)	EA	
	Medicals (3 persons)	EA	
	Safety file (once off)	EA	

- **Contractor** needs to submit a full breakdown of all PPE priced in his tender.
- Assistant will be permanent on site and work 173 Hours per month.
- Homework home travelling (70Km) per day will be paid for the Assistant

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- **PPE yearly assessment will only be done after a full breakdown of all PPE is issued to the Contractor's employees and submitted to the Service Manager.**
- **Overtime is on an as and when required "basis".**

Supply and install of spares.

Item nr	Description	Unit	Rate
1	Pinion	EA	
2	Back Wheels	EA	
3	Rollers	EA	
4	Limit Switches	EA	
5	Buttons	EA	
6	Motor and gearbox	EA	
7	Innovance Invertor	EA	
8	Overload protection	EA	
9	Transformer	EA	
10	Safety Device	EA	
11	Cable	EA	

PART 3: SCOPE OF WORK

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

EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The purpose of this contract is to ensure the safe and continuous operation of the smokestack lifts. to do the maintenance of the lifts according to the relevant lift regulations

Maintenance and Repairs on 2 x Smokestack Lifts and the supply of spares on an as and when basis. Lift services to be done on monthly basis and report all defects to the *Service Manger*

1.2 Employer's requirements for the service

SCOPE OF WORK GENERAL MAINTENANCE OF RACK AND PINION LIFTS (MONTHLY)

Perform the maintenance described below:

- a) Clean the machines flooring and the area around the machine itself.
- b) Ensure that all warning signs are legible and in the right place.
- c) Ensure that all documents are readily available and well kept.
- d) Ensure that all the mechanical and electrical synchronized systems of the machine and on all floor levels served function properly.
- e) Ensure that the safety circuit is fully functional.
- f) Test manual brake release and report if defective.
- g) Test intercom (two-way communication) and ensure that it is functional.
- h) Check the power cable and ensure that they are not damaged, twisted or pinched.
- i) Ensure that the safety brake device never intervene unnecessarily and does not make noise.

General maintenance of rack and pinion lifts (Every 2 Months)

In addition to Every Month Service:

- a) Ensure that all connections in the guide system of the lifting unit are correct and tightened well.
- b) Visually inspect that all bolted joints between the components of the mast are present.
- c) Check and remove debris on the base unit, on motor covers and fans.
- d) Lubricate the gear parts and the rack (use grease /oil chart or Equivalent) compatible. to give.
- e) Check the gearboxes oil level and top up if low.

General maintenance of rack and pinion lifts (Every 3 Months)

In addition to Every Month Service:

- a) Ensure that electric motor brake function properly. The cabin should stop within the set limit when the brake is applied.
- b) Check the rack and the motor transmission pinion and ensure there is no damage, alignment errors or defective connections.
- c) Check that the entire installation is free of corrosion and wear.
- d) Check if all digital signals and screens are operational.
- e) Ensure that controller cabinets are sealed and component inside are all functional.

General maintenance of rack and pinion lifts (Every 6 Months)

In addition to Every Month Service:

- a) Do a drop test.
- b) Service the gearbox.

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- c) Dispose of old oil in the gearbox, flush and top up with new oil.

Repairs on lift.

- a) The *Contractor* shall provide all cleaning materials, lubricants, parts and labour when Necessary, to carry out all repairs irrespective of the cause of the damage or fault.
- b) The *Contractor* is responsible for all minor and major repairs.
- c) The *Contractor* will however not be liable for any costs involved which arose because of misuse, abuse, accidental damages or vandalism. Repairs arising from aforementioned activities must be agreed to between the *Employer* and *Contractor* after the issuing of a quote. Proof of vandalism must be presented to the *Employer* for approval.
- d) Repairs will be carried out in the quickest time and safest manner.
- e) Major and minor repairs will be executed on 24-hour shifts to return the faulty lift to service.

Emergency/Callouts and Overtime.

- a) The *Contractor* shall provide a callout service to respond to any stoppage or malfunction of the equipment at any time, providing a 24-hour standby service.
- b) The response time for the *Contractor* to be on site at Tutuka Power Station is six (6) hours from the time of call-out. This time includes time to mobilise personal from different areas in Gauteng. Should Tutuka power Station wish to have on-site personnel, this requirement will fall away but accommodation rates given above will apply.

Service Activity Reports

- a) The *Contractor* shall submit Service Activity Reports every month to the *Employer* detailing abuse
- b) Before the commencement of any work other than monthly maintenance, the
- c) *Employer* must be notified and give permission to execute the work.
- d) The *Contractor* will not be liable for any loss or damage to any equipment caused by misuse and abuse.

General

- a) Do monthly service of the smokestack lifts and report all defects to the supervisor
- b) All PPE to be provided by *Contractor*
- c) All plant labeling, cable numbers must be in line with the latest *Employer's* drawings
- d) All the *Employer's* drawings must be up to date with relevant plant, if not it must be marked up accordingly
- e) Working hours is the *Employer's* working time and overtime might be required depending on the workload
- f) All extra traveling requested by the *Employer* will be on *Employer's* account
- g) All the *Employer's* required training will be provided by the *Employer*
- h) Attendance of meetings "as and when required" by the *Employer*
- i) Risk assessments must be completed before each task
- j) The *Employer's* Lifesaving rules to adhere to
- k) The *Employer's* safety meetings and requirements to be adhere to
- l) Will comply within the *Employer's* QC Standard's
- m) Will comply within the *Employer's* (WWM) work week management system
- n) Site conditions will be according to the *Employer's* and Safety regulations standards.
- o) All planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager*
- p) Overtime call out forms to be submitted to *Service Manager* and must be fully completed.
- q) Planned overtime authorization to be submitted and authorized before any such work can commence.
- r) Overtime call outs might be required.
- s) Assist with implementation of modifications "as and when required" on plant covered by the scope.

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- t) All plant labeling, cable numbers must be in line with the latest *Employer's* drawings.
- u) All *Employer's* drawings must be up to date with relevant plant, if not it must be marked up accordingly.
- v) Purchasing of spares on an "as and when required" basis as per quote.
- w) Good housekeeping to be maintained at all times.
- x) All telephone accounts on contractor account
- y) All LV equipment will comply within the *Employer's* standards.
- z) Audit on *Contractor* will be done on a frequent basis.
- aa) Quality control plan and Contract Quality plan Approval Process standard as per QM-58
- bb) The *Employer's* transport procedures to be adhered to

1.3 Interpretation and terminology

1.3.1 Definitions

Definition	Explanation
Competent person	(OHS Act) means any person having the knowledge, training, experience, and qualifications, specific to the work or task being performed, provided that, where appropriate, qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995)
Contractor	In relation to this document, where the word "Contractor" is used, it will mean all or some of the following: principal Contractors, appointed Contractors, suppliers, vendors, service providers and consultants
<i>Employer</i>	(OHS Act) means, subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him/her, but excludes a TES (ex-labour broker) as defined in section 1(1) of the Labour Relations Act 1956 (Act No. 28 of 1956)
Environment	(32-94) means: the land, water, and atmosphere of the earth; micro-organisms and plant and animal life; and any part or combination of (a) and (b) and the interrelationships among and between them, and the physical, chemical, aesthetic, and cultural properties and conditions of the foregoing that influence human health and well-being
Eskom requirements	Eskom requirements flowing from directives, policies, standards, procedures, specifications, work instructions, guidelines, or manuals
Hazard	(OHS Act) means a source of, or exposure to, danger
Health and safety plan	(OHS Act) means a document plan that addresses hazards identified and includes safe work procedures to mitigate, reduce, or control hazards identified
Health and safety requirements	Means comprehensive health and safety requirements for a contract, project, Site, and scope of work. This specification is intended to ensure the health and safety of persons, both workers and the public, and the duty of care to the environment. The health and safety requirements must be specific to each contract, project, Site, and scope of work
Lifesaving Rules	(240-62196227) a rule that, if not adhered to, has the potential to cause serious harm to people
Method statement	(OHS Act) means a written document detailing the key activities to be performed to reduce, as reasonably as practicable, the hazards identified in any risk assessment
Near miss	A near miss is an OHS event that did not result in human injury or damage but had the potential, under different circumstances, to cause human injury or property damage. This includes the reporting of hazards or unsafe conditions.
Pre-job brief or meetings	(34-227) means a meeting that is held prior to the commencement of the day's work and that is attended by all the relevant employees associated with the work task
Risk assessment	(OHS Act) means a programme to determine any risk associated with any hazard at a Construction Site to identify the steps needed to be taken to

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Definition	Explanation
	remove, reduce, or control such hazard.
Site	(34-228) means an Eskom department, unit, complex, building, specific project, work site, or the site where agents, clients, principal Contractors, Contractors, suppliers, vendors, and service providers provide a service to Eskom, directly or indirectly
Task	(34-227) a segment of work that requires a set of specific and distinct actions for its completion

1.3.2 The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
B-BBEE	Broad Based Black Economic Empowerment
C&I	Control and Instrumentation
CIDB	Construction Industry Development Board
COC	Certificate of Compliance
CPA	Cost Price Adjustment
EMD	Electrical Maintenance Department
H V	High Voltage (1000V and above)
ISO	International Organization for Standardization
L V	Low Voltage (< 1000 V)
LAR	Local Access Register
OHSACT	Occupational Health and Safety Act
ORHVS	Operating Regulations for High Voltage Systems
PIR	Performance Improvement Report
PPE	Personal Protective Equipment
PPPFA	Preferential Procurement Policy Framework Act
PSR	Plant Safety Regulations
QCP	Quality Control Plan
QMS	Quality Management Systems
RP	Responsible Person
SABS	South African Bureau of Standards
SACPCMP	South African Council for the Project and Construction Management Professions
SAMTRAC	Safety Management Training Course
SAP	System Application Product
SD&L	Supplier Development & Localisation

SOW	Scope of work
TBA	To Be Announced
TBC	To Be Confirmed
VAT	Value added Tax
YTD	Year to date

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

- a) To be discussed before each task can be carried out between the *Contractor* and *Employer*
- a. Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work
- b) The *Contractor* can start work after the Purchase Order and Task Order has been issued, unless
- c) given Instruction by the *Service Manager*
- d) Artisan will service both lifts on a monthly basis.
- e) In the case of any major breakdown, a repair plan of action must be submitted to the *Employer* within 12 hours
- f) Repair work to commence on the exact time agreed between the *Employer* and the *Contractor* on this plan of action.
- g) *Contractor* will do monthly services on all lifts as per the *Employer's* inspection sheet.
- h) The Technician will complete a register in connection with lift stoppages and other defects.
- i) *Contractor* to conduct 24 monthly Annexure O inspections.
- j) *Contractor* to maintain lift record books at all times.

2.2 Management meetings

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

Name	Frequency	Attendance by relevant <i>Employer's</i> personnel:	Attendance by relevant <i>Contractor's</i> personnel:
Contract kick-off	Once off	<i>Service manager</i> , Plant supervisor / manager and/or other necessary representatives.	<i>Contractor</i> and/or other necessary representatives.
Early Warning and Defect Notification	As and when notified by either party	<i>Service manager</i> and Plant supervisor / manager and other relevant personnel.	<i>Contractor</i> and other relevant personnel.
Technical and/or non-conformance	For each occurrence	<i>Service manager</i> , Plant supervisor and technical representative.	<i>Contractor</i> , and technical representative.
Safety Incidents	For each occurrence	Safety Representative, <i>Service manager</i> and Plant supervisor and others involved.	<i>Contractor</i> and Lift Artisan/Technician and others involved.
Section Meeting	Daily	Departmental Supervisor, artisans, technicians, labourers, and others involved.	Lift Artisan/Technician
<i>Contractor</i> Safety meeting	Monthly	Departmental line Manager	Lift Artisan/Technician

Name	Frequency	Attendance by relevant <i>Employer's</i> personnel:	Attendance by relevant <i>Contractor's</i> personnel:
KPI/ Contract Risks	Monthly	<i>Service manager</i> and supervisor, stake holders	<i>Contractor</i>
Risk registers and compensation events	For each occurrence	<i>Service manager</i> and supervisor, stake holders	<i>Contractor</i> ,
Assessments	Monthly	<i>Service manager</i> and supervisor,	<i>Contractor Manager</i>

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

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

Attendance of meetings as required by *Service Manager* Such as

- a) Tutuka Power Station *Contractors* Safety Meeting (monthly)
- b) Departmental Safety Meetings (monthly)
- c) Monthly meeting
- d) Any meeting requested by the *Employer* or *Contractor*
- e) All assessment meetings
- f) Assistant to attend daily morning meeting.

2.3 *Contractor's* management, supervision and key people

For implementation of all works, the *Contractor* will provide.

- 1 x Field Engineers (as and when required)
- 1 x Lift Technician (Monthly service and as and when required)
- 1 x Assistants (Assistant permanently on site)

2.4 Provision of bonds and guarantees.

Not Applicable

2.5 Documentation control

- a) Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- b) Writing is in the Language of this contract.
- c) All reports to be discussed, compiled and handed in to the *Employer* Supervisor and *Service Manager* (to be announced by the *Employer*)
- d) All communications must be printed and filed in the *Service Managers* file.

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* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

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

2.7 Contract change management.

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

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

Not Applicable

2.9 Insurance provided by the *Employer*.

Refer to Clause Z12

2.10 Training workshops and technology transfer

- a) All necessary Safety courses needed or required.
- b) All training required by the *Employer* will be on the *Employer's* account.
- c) All *Contractor* personnel to do Induction Training before entering site and commencing with work.
- d) *Contractor* staff to be Authorised and found competent in writing to work at Heights.

2.11 Design and supply of Equipment

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

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

2.12.1 Equipment

Wiring diagrams and other drawings of a technical nature related to the equipment shall form part of the equipment and shall remain the property of the *Employer* for the sole use of the *Employer*.

2.12.2 Information and other things

- a) All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer*, (The day in the week to be announced by *Employer*) and at the end of the service.
- b) On Completion of contract the *Contractors* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract.
- c) *Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and the specifications 2.5.2 (iv) and 3.10. *Contractor* will not be allowed on site if his letter of good standing is not valid.

2.13 Management of work done by Task Order

- a) A Task Order is the instruction to commence work.
- b) No work shall commence until Task order is issued and a Purchase Order number has been

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- finalised and accepted and signed by both the *Employer* and *Contractor*.
- c) Completion certificate to be issued after task on each Task Order is completed and Assessment certificate to be completed.
- d) Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required.
- e) All work will be issued via SAP Maintenance or as per Task order system.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHE Specification 14RISK SRM – 084 to this Service Information.

- a) All The *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*.
- b) A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract.

SHEQ Policy

Eskom SHEQ Policy

The *Employer* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the *Employer's* business.

Compliance with the *Employer's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Contractor SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHEQ file.

SHE PLAN REQUIREMENTS:-

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

When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's SHEQ specifications and scope of work.

3.1.1 Health and Safety Arrangements

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

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

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The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

Health and safety

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as per the *Employer's* procedure as stipulated below:

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

Site Regulations and Procedures

Site Regulations

The latest revision Tutuka Power Station Site Regulations form part of this contract.

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

"Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*".

Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Speed Limit

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

Transportation of passengers: open LDV's:

With effect from 31 May 2006 no *Employer* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *Employer* and *Contractor* employees – therefore the following will be enforced:

The *Employer's* Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and Contractors.

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

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- c) Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- d) Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol.
e) Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

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

The *Contractor* shall appoint a person who will liaise with the *Employers* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its workplaces and on its employees.

Refuse any employee, sub-Contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT.

Issue the *Contractor* with a work stop order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-Contractors or agents.

The *Contractors* Health and safety file is to be submitted for approval to the *Employers* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid

3.1.2 First aid and fire fighting

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

3.1.3 Fire Precautions

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

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

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

3.1.4 Security, fire protection and safety

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

3.1.5. Fire protection

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

3.1.6 Safety and incident prevention

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

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

3.1.7 Reporting of accidents

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

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

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

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

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

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

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

- a) Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- b) Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

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- a) perform safety audits at the *Contractor's* premises, its workplace and its employees.
- b) refuse any employee, *Subcontractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act.
- c) Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*

3.1.10 Safety Regulations of the *Employer*

The *Contractor* conforms to the *Employer's* Plant Safety Regulations

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

3.1.11 Barricading / Screens and Scaffolding:

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

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

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in the following: -

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to the *Employer's* Environmental Legal and other Requirement's procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017 749 5536 / 9231.

3.3 Quality assurance requirements

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

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

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

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed.

- a) All relevant personnel names and titles must be specified to the *service manager*.
- b) All new staff to be appointed in writing.
- c) All new staff to do induction training.
- d) All new staff to be approved by *Service Manager* before entering the site or commencing work
- e) All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- f) When changing personnel, a new access to work form to be completed by the *Contractor*
- g) Only required specified approved amount of personnel to be allowed on site, pre-arranged with *Service Manager*.
- h) All replacements of staff will be in the same discipline (eg. an artisan to be replaced with an artisan with proof of qualifications)

Minimum qualifications requirements of people employed by the *Contractor* are as follows:

- On site Artisan must be a qualified lift Mechanician with related experience on Rack and Pion lifts.
- General worker must be able to read and write and be trained and found competent to perform the work.
- Field Engineer must be a qualified lift Technician with related experience on Rack and Pion lifts

4.1.2 BBBEE and preferencing scheme

As per clause Z3 within contract data

1.1.1 4.1.3 Procurement Requirements:)

PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price	80%
BBBEE Status	20%
Designated commodity (Yes/No)	No

4.2 Subcontracting

4.2.1 Preferred subcontractors

Sub-Contractors will only be allowed with a written permission from the *Service Manager*

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not Applicable

4.2.3 Limitations on subcontracting

Not Applicable

4.2.4 Attendance on subcontractors

Not Applicable

4.3 Plant and Materials

4.3.1 Specifications

- a. Where applicable: - All plant spares and materials to be inspected (Quality Checked) before installing at plant.
- b) Risk Assessment to be completed and current.
- c) *Contractor* must be "trained and authorised" with the necessary PPE, equipment, tools,
 - a. skilled to handle any equipment, spares, tools and materials related to the scope of work
- d) Hold points must be attended and witness all intervention points as per approved QCP as per activity.
- e) The *Contractor* guarantees to utilize the OEM approved parts, components and lubricants.
- f) Spares will only be supplied on an "as and when required" basis.
- g) Spares availability to be within 5 days.

4.3.2 Correction of defects

- a) Rework occurs when an Equipment or plant has to be worked on again within a given time frame of 0 to 90 days on the same Plant and by the same Work centre, and it will be on the *Contractor* own cost.
- b) All defected spares to be replaced with the permission of the *Service Manager* / supervisor.
- c) As per clause 42 in the NEC3 TSC.
- d) In case of rework caused due to the *Contractor's* negligence, all costs will be on the *Contractor's* account.
- e) All work to be done must be done under a permit to work.
- f) All defected spares to be replaced with the permission of the *Service Manager* / supervisor.

4.3.3 Contractor's procurement of Plant and Materials

- a) The *Contractor* will supply its own consumables.
- b) *Contractor* to supply spares only on an "as and when required" basis as requested by the *Employer*, whereby if approved will be given a task order to supply the spare part and the labour to repair the fault.

4.3.4 Tests and inspections before delivery

- a) All OEM spares must be inspected before installation and tested, and test certificate must be issued by *Contractor*.
- b) Hold and Witness point to be accepted by both parties.

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

All spares removed and returned to Tutuka premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective Services personnel.

4.3.6 Cataloguing requirements by the *Contractor*

Not Applicable

5 Working on the Affected Property

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

- a) Lifesaving rules and all the *Employer's* procedures to be adhered at all times.
- b) Access is limited and controlled by Plant Safety Regulations requirements.
- c) No employee will be allowed to access the plant or to work without access permit issued.
- d) All personnel who are to work on the plant must be registered on the Worker's Register by the Responsible Person.
- e) All personnel must attend induction before working on site and must obtain gate permits via the *Service Manager*.
- f) All personnel to have an Identification card at all times.
- g) Unauthorized access to site is prohibited. The personnel are expected to be at their working site area at all times.
- h) No recruitment on site or at the main access gates or any of the *Employer's* Premises' is allowed.
- i) All activities to comply with the OSHACT and Regulations
- j) All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the *Employer's* standard, to be current at all times (Live Document).
- k) All work to be done according to the contraction regulations at all times.
- l) *Contractor* on site must supply a SAPS clearance certificate to the *Employer* before contract start and every 12 months thereafter for all *Contractor's* employees to ensure continued access to site. This will also be handed in to security for *Contractor* to obtain access permits.
- m) Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal *Contractor* appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the *Contractor* will implement all such security measures for the safe performance of the work as required in the scope of the contract.
- n) *Contractors* are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.
- o) *Contractors* are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labor actions and if the individual was dismissed from Eskom and the reason for such dismissal. Every employee applying for access must be evaluated as an individual and subsequent finding recorded. A risk

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analysis of the employee profile indicating whether the employee is a risk to the installation must be completed. Any risk rating allocated above a level III will be deemed unsuitable.

- p) The process shall be repeated every 12 months for low-risk employees (Risk Rating 5, 4) and every 6 months for medium to high-risk employees.

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

- a) *Employer's* working time is
Monday to Thursday 07:00-16:15
Friday 07:00-12:00
- b) Overtime and call out might be required, but must be approved by the *Service Manager*
- c) Timesheets to be logged and signed by *Service Manager* at all times.
- d) *Contractor* to attend to breakdowns on an "as and when required" basis.
- e) The *Contractor* shall provide a callout service to respond to any stoppage or malfunction of the equipment at any time after the *Contractor's* regular working hours.
- f) For all planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager* before work commence.
- g) All overtime worked must comply with the *Employer's* overtime policy.
- h) The *Contractor* must be on site as per negotiated with *Service Manager* after been called out.
- i) All overtime worked and rest periods must comply with basic conditions of employment.

5.3 Health and safety facilities on the Affected Property

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

First aid centre

The *Contractor* provides a first aid service to his employees and *Subcontractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities are available.

Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life-threatening situations.

The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities.

5.4 Environmental controls, fauna & flora

Environmental management

- a) Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- b) All *Contractors* shall comply with the *Employer's* environmental management procedures and Environmental legislation.
- c) Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.

Waste Management

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

Types and colours of bins used on site:

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

Radiation protection

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

Hazardous Substances

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

Environmental management

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

Handling of waste produced by the *Contractor*.

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

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

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

Waste from the cleaning and maintenance of equipment

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

Stockpiling of waste

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

Hazardous waste

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

Pest Control

- a) Only approved herbicides with a low environmental risk shall be used for pest control.
- b) Only registered pest controllers may apply herbicides on a commercial basis.
- c) Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, and Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

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

Air Pollution

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

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

5.5 Cooperating with and obtaining acceptance of Others.

Interface with Others

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

Monthly report

A monthly report will be submitted to the *Service Manager*.

Completion

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

Requirements for Completion.

Completion is when the *Contractor* has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the *Employer* from using the works.

The Site is handed back to the *Employer* in a condition acceptable to the *Service Manager*

5.6 Records of *Contractor's* Equipment

- a) *Contractor's* equipment (Cell phones with Camera's, Computers, Camera's etc.) to be declared and signed in at security.
- b) All test equipment must be calibrated and tested regularly, and certificates must be handed in to the *Service Manager* for record keeping.
- c) *Contractor* to hand in a list of all tools to be used on site and to report and indicate when ever new tools are added to the list to the *Service Manager*.
- d) All equipment and tools need to be marked and a list off all tools with the identification.
- e) number to be provided to the *Service Manager* when entering site.
- f) All lost equipment and tools to be declared to the *Service Manager* and full details of incident.

5.7 Equipment provided by the *Employer*.

None

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Supply of electricity

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

Water

The *Employer* supplies potable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

Employer will provide facilities (such as toilets)

Lighting

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

Facilities availability

Employer will provide facilities (such as toilets)

Employer will provide workspace to the *Contractor*.

Messing Facilities

The *Contractor* will be entitled to utilize the *Employers* messing facilities available at the

workplace.

The *Contractor* will pay the existing rate applicable for such messing facilities.

5.8.2 Provided by the *Contractor*

- a) *Contractor* to provide and ensure safe transportation services for all his *Contractors* and it must comply to the 32-93 and 32-345 procedures.
- b) *Contractor* to provide own (Coffee, sugar, milk, tea etc.)
- c) All computers / Laptops and printers' accessories needed to be provided by the *Contractor*.
- d) The *Contractor* will be responsible for the cost of all private phone calls, faxes and internet usage.
- e) The *Contractor* to provide accommodation and meals for his / her employees and costs for this to be included in the contract price.
- f) All PPE to be provided by *Contractor* including Arc flash PPE.
- g) Provide SABS approved Safety harnesses as per the *Employer's* Safety Requirements.
- h) *Contractor* will provide a method statement to explain how the scope of work will be executed and this must form part of the returnable.
- i) *Contractor* to provide own tools and calibrated equipment to perform all work according to the scope of work including 220 or 380 VAC extensions, and lead lights, and must ensure that all tools and equipment are in good condition and safe to work with.
- j) *Contractor* will provide all safety equipment and cleaning materials to comply with the contraction regulations.
- k) Certified copies of IDS and Qualifications to be provided by the *Contractor* on contract award.
- l) *Contractor* to provide own lead lights.
- m) Certified copies of ID and Qualifications to be provided by the *Contractor* on contract award.
- n) *Contractor* to provide police clearances for all his staff that comes on site.
- o) *Contractor* on site must supply a SAPS clearance certificate before contract start and every 12 months thereafter for all *Contractor's* employees to ensure continued access to site.

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

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

Communication Systems

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

Housing for the Contractors Staff

No accommodation will be supplied by the *Employer*.

Parking Facilities

No sheltered parking will be supplied.

Protective Clothing

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

Accommodation

The *Contractor* provides his own accommodation off site.
Only night security is allowed to stay on site at the *Contractor's* yard if required.

Lighting

The *Contractor* provides temporary local lighting in accordance with the requirements of the Factories Inspector.
The *Contractor* shall provide additional lighting to ensure adequate lumination under all working conditions.

Recruitment of General Labour

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

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

The *Contractor* needs to update the *Employer* as well as the Department of Labour, in the event that there is a staff compliment, e.g., Dismissal, resignation, etc.
The *Contractor* submits an updated monthly statistic on the 1st day of each month, using the reporting template that is provided by the *Services Manager*.

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

Personal Protective Equipment

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

Housekeeping

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

Access permits

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

- a) Name
- b) ID Number
- c) Company
- d) Validity date

All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.

The *Contractor* applies to the *Employers* Protective Services for the issuing of permits.
The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services, or can be faxed to (017) 749 9168
The form contains the following information:

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

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- e) Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

The form is appended to the *Contractor's* Safety Manual, referred to in Section 2.3.2 (b).

The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times.

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

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.

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

Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All *Contractors* will supply protective services with their vehicle's registration numbers.

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

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

5.9 Control of noise, dust, water and waste

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

5.10 Hook ups to existing works

- a) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- b) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- c) The main *Contractor* is accountable for the management of their sub-contractors and suppliers and to ensure that the applicable legal and the *Employer's* requirements (applicable during contract execution) are complied with by the sub-contractors and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and the *Employer's* requirements identified, then the Main Service Provider/Provider/Principal *Contractor* will be penalised.
- d) The *Contractor* shall operate under the direction and instructions of the *Employer's* Manager, or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- e) *The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.*
- f) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employers* rules, regulations and procedures.
- g) The *Employer* reserves the right to terminate the contract, once 3 non-conformances / PIR are raised against the *Contractor*.
- h) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- i) The *Contractor* must submit Curriculum Vitae of its entire staff prior to work commencing on site.

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- j) The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- k) All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- l) The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- m) Care must be taken to prevent damage to any surroundings such as the plant, roads, environment and equipment in and around existing buildings.
- n) The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- o) The *Contractor* and his employees may only smoke in the allowed / designated areas.
- p) The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g., theft etc.

5.11 Tests and inspections**5.11.1 Description of tests and inspections**

Do services as per Task Order and report all defects to the *Service Manager*.

5.11.2 Materials facilities and samples for tests and inspections

Not Applicable

6 List of drawings**6.1 Drawings issued by the *Employer*.**

All relevant Instrumentation drawings will be available in workshop or at the drawing office.

1. Appendix A – X17 – Low Service Damages

ITEM	DESCRIPTION	Measurement	DAMAGES TO BE IMPLEMENTED
Standby response time for Tutuka lift technician.	If <i>Contractor</i> response time which is noted in the Lift Logbook is beyond negotiated time of call-out	Per incident/call-out	1% of monthly fixed cost
Recurring faults	More than 3 on same lift in 7-day period (168 hours)	Per incident/call-out	5% of monthly fixed cost
During office hours, when Tutuka Lift Technician is on leave	If non-Tutuka Lift Technician/s response time is beyond 3 hours as negotiated for breakdowns at Tutuka from time of call (arrival time to be noted in the Lift Logbook and to be communicated to the <i>Service Manager</i>).	Per incident/call-out	1% of monthly fixed cost
When Tutuka Lift Technician is off site (Tutuka) and no replacement	If there is no replacement technician for Tutuka	Per day	5% of monthly fixed cost

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Response time to urgent breakdowns during office hours for Tutuka Lift Technician	Beyond 1 Hour as per negotiated time of being notified of urgent breakdown	Per incident/call-out	1% of monthly fixed cost
Late arrival to work /reporting late for duty/ (Start time is 7am)	When arriving after 7am, but before 8 am without excuse.	Per incident	1% of monthly fixed cost
Smokestack Lifts at Tutuka	Unavailable for more than 2 days, due to spares unavailability	Per day (after 2 days)	2% of monthly fixed price
Smokestack Lift Assistant unavailability at Tutuka	Unavailable, other than acceptable leave as per conditions of service.	Per day	1% of monthly fixed price

Appendix B – X20 – Key Performance Indicators

KPI Description	weight	-	<u>100%</u>	<u>90%</u>	<u>80%</u>
Monthly report	20		on time/ 1st of month	2nd of month	3rd of month
Availability of lifts	40		100%	90%	85%
Re- work	10		0 per month	1 per month	2 per month
Response time / call outs	20		as negotiated	exceed 1,5 h on 1 call as negotiated	exceed 1,5h on 2 calls as negotiated
Daily reports	10		daily on time/08h00	2 days late	3 days late

Appendix C - Risk Register

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