



NEC3 Term Service Contract (TSC3)

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

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

for **[•]**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

**Provision of Cable Maintenance services at Duvha Power Station for Electrical Maintenance
Department for 5years**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

For the Employer

Signature _____

Name _____

Capacity _____

(Insert name and address of organisation)

Name & _____
signature _____
of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used “” - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract

of the NEC3 Term Service Contract April 2013¹ (TSC3)

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

10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Brian Makam
	Address	OFF OLD BETHAL ROAD, DUVHA POWER STATION, EMALAHLENI, MPUMALANGA
	Tel	[•013 690 0111]
	Fax	N/A
	e-mail	brianmakam@eskom.com
11.2(2)	The Affected Property is	Duvha Power Station
11.2(13)	The service is	[Provision of Cable Maintenance services at Duvha Power Station for Electrical Maintenance Department for 5years •]
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	[1] weeks
2	The Contractor's main responsibilities	<ul style="list-style-type: none"> • The Contractor will always ensure the safety of personnel at work. • The contractor will repair or replace defects/defected equipment on an inspection which are discovered to be potentially dangerous to the safety of the public, irrespective of whether such parts are excluded from the contract or not. • Authorised persons • Only person authorized with valid qualifications will execute the contract's scope of work and in the case of subcontractor, the employer may ask for CVs and qualifications, certificates etc. which will be kept on safety file. • The contractor guarantees to utilize approved components. Eskom QC

representative to inspect and certify

21.1	The <i>Contractor</i> submits a first plan for acceptance within	3 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is	5 years
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	the [15th•] day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	[•30] days.
51.4	The <i>interest rate</i> is	<p>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</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	Work outside of the scope of work will be issued in writing to the contractor and a task order issued commencement
7	Use of Equipment Plant and Materials	All Equipment and materials used must be SANS approved.
8	Risks and insurance	

80.1	These are additional <i>Employer's</i> risks
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9 Termination

KPA	KPI
Budget	The majority of the risk that leads to compensations is identified with mitigating actions on the risk assessment. Assessments are done as per the contract task order. Compensation events are notified immediately to enable accurate financial commitments. In the Event of the <i>Contractor</i> contravening any of the financial requirements, Defect notifications are issued; after the second Defect notification has not been adhered to Termination will be considered.
Time	A defect notification shall be issued to the contractor Failure to comply with the program dates may lead to non-conformance report being issued. As per the contract delayed damages are 0,5% per day to maximum of 5% of the task Should the matter not be resolved after the issuing of two non-conformance reports the <i>Employer</i> may terminate the contract
Quality	<i>Contractor</i> complies with all Eskom's quality requirements and policies. On completion of the works, the QIP will be signed by the relevant Eskom Quality Controller. It shows all hold points and witness points for all critical activities. QIP's must be signed before assessments are made. For non-compliance, Early Warnings will be issued with follow-up meetings and in case of continuance, non-conformance report will be issued. If the <i>Contractor</i> fails to comply after two non-conformance reports have been issued, the <i>Employer</i> may terminate the contract.
Safety	The <i>Contractor</i> attends induction and submits a safety file. The <i>Employer</i> Permit regulations will be strictly adhered to and monitored. In case of Safety violations, the work shall be stopped and non-conformance report will be issued. 0% tolerance on safety issues, ignorance will lead to termination of contract.
	The <i>Contractor</i> conforms to all the <i>Employers</i> environmental policies as stated in the contract

Environmental

data. Any deviations will be dealt with as follow; Early Warnings will be issued, a non-conformance report will be issued, after the first non-conformance report has been issued and if the non-conformance has not been corrected the *Employer* will have the choice to terminate the contract. The *Contractor* will pay a penalty of 0,5% of the task order value per area due to the deviation

10 Data for main Option clause

A	Priced contract with price list
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than 4 weeks.

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	

- if the Parties cannot agree a choice or the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
- if the arbitration procedure does not state who selects an arbitrator, is

12 Data for secondary Option clauses

X1		Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is [•]. The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by	
	0.	[•]	[•]	[•]	
	0.	[•]	[•]	[•]	
	0.	[•]	[•]	[•]	
	0.	[•]	[•]	[•]	
	0.	[•]	[•]	[•]	
	[•]	non-adjustable			
		1.00			
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in <i>italics</i> are identified elsewhere in this Contract Data.			
X3	Multiple currencies				
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities		Other currency	Maximum payment in other currency
		[•]			
		[•]			
		[•]			
		[•]			
X3.1	The <i>exchange rates</i> are those published in [•] on [•] (date)	<p>The items & activities will be paid in the other currency</p> <ul style="list-style-type: none"> - to a foreign Bank account nominated by the <i>Contractor</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date. <p>(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)</p>			
X4	Parent company guarantee	There is no reference to Contract Data in this			

Option and terms in italics are identified elsewhere in this Contract Data.

X17	Low service damages	<p>Unavailability of RP</p> <ul style="list-style-type: none">RP for PSR and HV must be available within 6 months from commencement of contract. Penalties of 5% of monthly task order will be charged until RP for both PSR and HV is available <p>Plant Rework <i>For any plant rework the contractor will be held accountable:</i></p> <ul style="list-style-type: none">Overtime will not be paid for the hours worked. Failure of the new cables due to poor workmanship or negligence, the contractor will be held accountable and pay for the damages. But if the equipment failed because of the manufacturer's fault the supplier will not be penalised, depending on the outcome of the investigation.For any negligence on the plant the contractor will be held accountable. And if this continues further, a non-conformance report will be sent to the contractor.An early warning will be sent if there is emergency work and the contractor fails to respond/complete work within contracted time. Penalties will be charged for every hour that is exceeded when the contracted response/completion time has elapsed. <p>For work which was issued and the contractor delayed or failed to complete repairs without any written communication (plan of action) by contractor to Eskom project manager, R2500 penalties per day or part thereof will be charged by Eskom.</p> <ul style="list-style-type: none">Written communication (plan of action) should consist of the reason for the delay, delay time and the period in which the work is expected to be completed. This must be sent to the project manager via-email or fax within 12 hours of the notification for workEskom project manager can either decline or accept plan. <p>Plant breakdown call-outs The contractor shall provide a callout service to respond to any emergency work after contractor's</p>
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		<p>normal working hours, providing 24 hours standby service, with a response time of one hour. Call-out shall only consist of emergency work validated by Eskom personnel.</p> <ul style="list-style-type: none"> • The call-out response time will be one hour, failure to respond within an hour will result in penalties of R1500 per hour till contractor's personnel arrives on site, Delay damages are to a maximum of 30% of the overall monthly task order
X17.1	The service level table is in	[•]
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	the amount of the deductibles relevant to the event
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles
X18.4	The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The Contractor's total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the Contractor is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the Employer's property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The end of liability date is	12 months after the end of the service period.

X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	1 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	R0
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[6] monthly
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

Z6.2 The *Contractor*, in and about the execution of the service, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided

for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

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

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

Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action, Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1

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 <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> 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</i> 's property	The replacement cost where not covered by the <i>Employer</i> 's insurance.
Loss of or damage to Plant and	The <i>Employer</i> 's policy deductible as at Contract Date, where covered by the <i>Employer</i> 's insurance.

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

Z 12.2

**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 lir of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document

Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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

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

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements

to verify validity of results.

Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles</i> .
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 <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> 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 <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> 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 <i>Employer</i> 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 <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

C1.2 Contract Data

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

Notes to a tendering contractor:

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

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

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

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

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none">• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed 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.

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. 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

Supply the following items listed on the tables

Line No.	Description	Unit	Quantity	Rate	Total per quantity
	<u>SUPPLY LV CABLE</u>				
	1.5mm2 x 3 core (BVX03CCV)	m	500		
2.	1.5mm2 x 7 core (BVX07CCV)	m	500		
3.	2.5mm2 x 3core (BVX03DCV)	m	500		
4.	2.5mm2 x 4core (BVX04DCV)	m	1000		
5.	2.5mm2 x 7core (BVX07DCV)	m	1000		
6.	4mm2 x 3 core (BVX03ECV)	m	500		
7.	4mm2 x 4core (BVX04ECV)	m	1000		
8.	4mm2 x 7core (BVX07ECV)	m	500		
9.	6mm2 x 3 core (BVX03FCV)	m	500		
10.	6mm2 x 4 core (BVX04FCV)	m	500		
11.	10mm2 x 3 core (BVX03GCV)	m	500		
12.	10mm2 x 4 core (BVX04GCV)	m	500		
13.	16mm2 x 3core (BVX03HCV)	m	500		
14.	16mm2 x 4core (BVX04HCV)	m	1000		
15.	25mm2 x 3 core (BVX03KCV)	m	1000		
16.	35mm2 x 3 core (BVX03LCV)	m	500		
17.	35mm2 x 4 core (BVX04LCV)	m	500		
18.	50mm2 x 3 core (BVX03MCV)	m	500		
19.	50mm2 x 4 core (BVX04MCV)	m	500		
20.	70mm2 x 3 core (BVX03NCV)	m	1000		
21.	95mm2 X 3 core (BVX03PCV)	m	500		
22.	95mm2 x 4 core (BVX04PCV)	m	1000		
23.	120mm2 x 3 core(BVX03QCV)	m	500		
24.	120mm2 x 4 core (BVX04QCV)	m	500		
25.	150mm2 x 1 core (BVX01RCV)	m	500		
26.	150mm2 x 3 core (BVX03RCV)	m	500		
27.	150mm2 x 4 core (BVX04RCV)	m	1000		
28.	185mm2 x 1 core (BVX01SCV)	m	500		
29.	185mm2 x 3 core (BVX03SCV)	m	500		
30.	185mm2 x 4 core (BVX04SCV)	m	1000		
31.	240mm2 x 1 core (BVX01TCV)	m	500		
32.	240mm2 x 3 core (BVX03TCV)	m	500		

Line No.	Description	Unit	Quantity	Rate	Total per quantity
33.	240mm² x 4 core (BVX04TCV)	m	1000		
34.	500mm² x 1 core (BVX01WCV)	m	500		
35.	500mm² x 3 core (BVX03WCV)	m	500		
36.	500mm² x 4 core (BVX04WCV)	m	1000		
37.	630mm² x 1 core (BVX01XCV)	m	500		
38.	630mm² x 3 core (BVX03XCV)	m	500		
39.	630mm² x 4 core (BVX04XCV)	m	1000		
40.	35mm² x 3 core 4.2. HO7 RN-F Flexible Trailing Cable	m	1000		
41.	50mm² x 3 core 4.3. HO7 RN-F Flexible Trailing Cable	m	1000		
42.					
43.	70mm² x 3 core 4.4. HO7 RN-F Flexible Trailing Cable	m	1000		
44.	95mm² x 3 core 4.5. HO7 RN-F Flexible Trailing Cable	m	500		
45.	95mm² x 3 core HO7 RN-F Flexible Trailing Cable	m	500		
46.	120mm² x 3 core HO7 RN-F Flexible Trailing Cable	m	500		
47.	185mm² x 3 core HO7 RN-F Flexible Trailing Cable	m	500		
	<u>SUPPLY JOINT CABLE SCOTCH CAST OR SIMILAR TYPE OF LV JOINT KITS</u>				
48.	1.5 – 2mm² cable joint kit	ea	100		
49.	4 - 10mm² cable joint kit	ea	100		
50.	16 – 25mm² cable joint kit	ea	100		
51.	35 – 50 mm² cable joint kit	ea	100		
52.	70mm² cable joint kit	ea	100		
53.	95mm² cable joint kit	ea	100		
54.	120 - 150mm² cable joint kit	ea	100		
55.	185 – 240mm² cable joint kit	ea	100		

Line No.	Description	Unit	Quantity	Rate	Total per quantity
56.	630mm2 cable joint kit	ea	100		
57.					
	<u>SUPPLY MV CABLE (XLPE)</u>				
58.	70mm2 x 3 core 1.9/3.3kV (CXX03NCV)	m	600		
59.	95mm2 x 3 core 1.9/3.3kV	m	600		
60.	120mm2 x 3 core 1.9/3.3kV (CXX03QCV)	m	600		
61.	150mm2 x 3 core 1.9/3.3kV	m	600		
62.	185mm2 x 3 core 1.9/3.3kV	m	600		
63.	240mm2 x 1 core 1.9/3.3kV	m	600		
64.	630mm2 x 1 core 1.9/3.3kV (CXX01XCV)	m	600		
65.	70mm2 x 3 core 6.35/11kV (EXX03NCV)	m	600		
66.	95mm2 x 3 core 6.35/11kV (EXX03PCV)	m	600		
67.	120mm2 x 3 core 6.35/11kV	m	600		
68.	150mm2 x 3 core 6.35/11kV	m	600		
69.	185mm2 x 3 core 6.35/11kV	m	600		
70.	150mm2 x 1 core 6.35/11kV	m	500		
71.	500mm2 x 1 core 6.35/11kV	m	500		
72.	240mm2 x 1 core 6.35/11kV	m	500		
73.	630mm2 x 1 core 6.35/11kV (EPW01XCV)	m	1000		
74.					
	<u>SUPPLY SPLICING KIT FOR MV CABLE</u> <u>(Termination complete, for 3.3/11kV indoor complete with Earthing and tails)</u>				
75.	70 - 185mm2 x 3 core 1.9/3.3kV	ea	100		
76.	630mm2 x 1 core 1.9/3.3kV	ea	100		
77.	70 - 185mm2 x 3 core 6.35/11kV	ea	100		
78.	240mm2 x 1 core 6.35/11kV	ea	100		
79.	630mm2 x 1 core 6.35/11kV	ea	100		

Line No.	Description	Unit	Quantity	Rate	Total per quantity
	SUPPLY THE FOLLOWING CABLE CONNECTOR KITS				
80.	SEIK 15/630 Sudkabel Connector Kit 11kV 1250A- Size 3 for 630mm XLPE Cable (3 Connectors per kit incl earth)	ea	50		
81.	SEIK 14/240 Sudkabel Connector Kit 11kV 800A- Size 2 for 240mm XLPE Cable(3 Connectors per kit incl earth)	ea	50		
82.	SEIK 14/150 Sudkabel Connector Kit 11kV 800A- Size 2 for 150mm XLPE Cable (3 Connectors per kit incl earth)	ea	50		
	MEDIUM VOLTAGE INLINE THROUGH JOINTS (XLPE) (<u>Inline through joint complete for 11kV stranded copper cable</u>)				
83.	70mm2 x 3 core 1.9/3.3kV (CXX03NCV)	ea	50		
84.	630mm2 x 1 core 3.3/1.9kV (CXX01XCV)	ea	50		
85.	70mm2 x 3 core 6.35/11kV (EXX03NCV)	ea	50		
86.	95mm2 x 3 core 6.35/11kV (EXX03PCV)	ea	50		
87.	120mm2 x 3 core 6.35/11kV (EXX03QCV)	ea	50		
88.	185mm2 x 3 core 6.35/11kV (EXX03SCV)	ea	50		
89.	630mm2 x 1 core 6.35/11kV (EXX01XCV)	ea	50		
	SUPPLY MEDIUM VOLTAGE INLINE THROUGH JOINTS (PILC) (<u>Inline through joint complete for 11kV stranded copper cable</u>)				
90.	70mm2 x 3 core 1.9/3.3kV (CPW03NCV)	ea	30		
91.	120mm2 x 3 core 1.9/3.3kV (CPW03QCV)	ea	30		
92.	630mm2 x 1 core 1.9/3.3kV (CPL01XCV)	ea	30		
93.	120mm2 x 3 core 6.35/11kV (ESW03QCV)	ea	30		
94.	630mm2 x 1 core 6.35/11kV (EPW01XCV)	ea	30		
95.					
96.	Transition joint complete for 11kV PILC to XLPE stranded copper cable				
97.	PILC - XLPE 3 core 70 - 185mm2	ea	30		
98.	PILC - XLPE 3 core 240mm2	ea	30		
99.	PILC - XLPE 1 core 500 - 630mm2	ea	30		
100.					

Line No.	Description	Unit	Quantity	Rate	Total per quantity
101.	Inline Tri-furcation joint complete				
102.	XLPE - PILC 1 Core XLPE to 3 core PILC 11kV joint 95mm² - 240mm²		10		
103.	PRINT CABLE NUMBERS				
104.	Print cable numbers	ea	500		
105.					
	<u>SUPPLY RACKING, CABLE TRAY AND ACCESSORIES (Cold drawn high tensile galvanized wire mesh cable tray (O-L GRIDSPAN GS 50x50) fixed in all positions, etc., to all heights above floor level, etc and to etc., to all heights above floor level, etc and to etc., to all heights above floor level, etc and to all areas. Complete with splice clamp sets, hold down brackets, bolts, nuts and washers, etc.</u>				
106.	<u>CABLE TRAYS</u>				
107.	100mm x 75mm x 3m	m	500		
108.	150mm x 75mm x 3m	m	500		
109.	300mm x 75mm x 3m	m	500		
110.	600mm x 75mm x 3m	m	500		
	<i>Cold drawn high tensile galvanized wire mesh cable tray fittings / accessories normal bending radius</i>				
111.	100mm Wide x 75mm 90 degree horizontal bend	m	500		
112.	100mm Wide x 75mm 90 degree external/int bend	m	500		
113.	150mm Wide x 75mm 90 degree horizontal bend	m	500		
114.	150mm Wide x 75mm 90 degree external/int bend	m	500		
115.	300mm Wide x 75mm 90 degree horizontal bend	m	500		
116.	300mm Wide x 75mm 90 degree external/int bend	m	500		
117.	600mm Wide x 75mm 90 degree horizontal bend	m	500		
118.	600mm Wide x 75mm 90 degree external/int bend	m	500		
119.	600mm Wide x 75mm tee	m	500		
	<u>SUPPLY CABLE SUPPORT SYSTEM Galvanized steel channel forming frame support complete with bolts, spring nuts, nuts and washers, fixed in</u>				

Line No.	Description	Unit	Quantity	Rate	Total per quantity
	<u>all positions, etc., to all heights above floor level, etc and to all areas.</u>				
120.	41.3mm x 41.3mm x 2.5mm Thick (O-L 1000)	m	500		
121.	82.6mm x 41.3mm x 2.5mm Thick (O-L 1001)	m	500		
122.	41.3mm x 41.3mm x 2.5mm Thick (O-L 1000) - covers F1184	m	500		
	<u>Galvanized steel single arm cantilever with tongue type bracket complete with bolts, spring nuts, nuts and washers, etc</u>				
123.	650mm Long x 89mm high (O-L 251-650)	no	500		
	<u>GALVANIZED CONDUIT</u> <u>Surface mounted and fixed in all positions, etc., to all heights above floor level, etc and to all areas.</u>				
124.	20mm Diameter	m	500	R	R
125.	25mm Diameter	m	500	R	R
126.	50mm Diameter	m	500	R	R
127.	<u>GALVANIZED THREADED ROD</u>			R	R
128.	12 mm Threaded rods with nuts and washers	ea	500	R	R
	<u>WIRING CHANNELS</u> <u>Galvanized steel channel complete with galvanized cover surface mounted and fixed in all positions, etc., to all heights above floor level, etc and to all areas</u>			R	R
129.	41.3 x 41.3 x 1.6mm Thick (O-L 2000)	m	500	R	R
130.	76.2 x 76.2 x 2.1mm Thick (O-L 8000)	m	500	R	R
	MISCELLANEOUS STEELWORK Painted steel for support of racking, including all necessary fixing, bolts, nuts, washers, welding, etc and holes, notches, etc fixed in all positions, etc., to all heights above floor level, etc and to all areas.			R	R
131.	25mm x 25mm x 5mm Angle section	m	500	R	R
132.	50mm x 50mm x 6mm Angle section	m	500	R	R
133.	76mm x 38mm x 6mm Channel iron	m	500	R	R
134.	<u>SUPPLY EARTHING</u>			R	R
135.	Alluminium			R	R
136.	50 x 3 mm Flat Cu +saddles	m	150	R	R

Line No.	Description	Unit	Quantity	Rate	Total per quantity
137.	Stranded 16mm ² BAEW	m	500	R	R
138.	Stranded 70mm ² BAEW	m	500	R	R
	Aluminium			R	R
139.	Earthing Bee 125mm Stranded Aluminium	m	160	R	R
140.	Earthing Spider 225mm Stranded Aluminium	m	200	R	R
141.	Earthing Centipede 400mm Stranded Aluminium	m	200	R	R
142.	T-Joints Centipede-Centipede	m	25	R	R
143.	T-Joints Centipede-Spider	m	25	R	R
144.	T-Joints Spider-Spider	m	25	R	R
145.	T-Joints Spider-Bee	m	25	R	R
146.	T-Joints Bee-Bee	m	25	R	R
147.	Aluminium Ferrules Bee	ea	90		
148.	Aluminium Ferrules Spider	ea	90	R	R
149.	Aluminium Ferrules Centipede	ea	90	R	R
150.	Aluminium Lugs Bee	ea	100	R	R
151.	Aluminium Lugs Spider	ea	100	R	R
152.	Aluminium - Copper (bi-metal) Lugs Bee	ea	90	R	R
153.	Aluminium - Copper (bi-metal) Lugs Spider	ea	90	R	R
154.	Aluminium - Flat Bar 50x8	m	200	R	R
155.	Aluminium - Flat Bar 50x10	m	200	R	R
156.	Aluminium - Copper bi-metal plate 60x50x3mm	ea	200	R	R
157.				R	R
	<u>Builders work and Earthworks</u>			R	R
158.	Ready Concrete Mix 30MPa x 19mm stones	kg	1000	R	R
	CABLE MARKER, SLABS AND MARKER TAPE Laid in ground (excavation elsewhere)			R	R
159.	Barricading tape	m	1000	R	R
160.	Cables slabs	ea	32	R	R
161.	Route markers	ea	36	R	R
162.	PVC Sleeves 110 mm	m	120	R	R
	JBs and utility boxes			R	R
163.	No 1 Utility Box	ea	25	R	R
164.	No 2 Utility Box	ea	25	R	R
165.	No 3 Utility Box	ea	25	R	R

Line No.	Description	Unit	Quantity	Rate	Total per quantity
166.	Junction Box 300x300mm	ea	25	R	R
	<u>Additional work</u>			R	R
167.	Fire seal of cable entry holes	m ²	500m ²	R	R
	SUPPLY C&I Cables			R	R
168.	UVG02	m	1000	R	R
169.	UVG04	m	1000	R	R
170.	UVG08	m	1000	R	R
171.	UVG12	m	1000	R	R
172.	UVG16	m	1000	R	R
173.	UVG20	m	1000	R	R
174.	UVG24	m	1000	R	R
175.	UVG40	m	1000	R	R
176.	Thermocouple Extension/ Compensating	m	500	R	R
177.	CAT6 cables and Ethernet	m	500	R	R
178.	OLFLEX	m	500	R	R
179.	JE-LIYCY Data Transmission	m	500	R	R
180.	NYY4X	m	500	R	R
181.	Multimode 8 Core Fibre Optic	m	500	R	R
182.	Multimode 16 Core Fibre Optic	m	500	R	R
183.				R	R
				Total	R

Price List B: (Labour)

Hourly Rates including transport (Normal 7:00 – 16:00)

SKILL	UNIT	QUANTITY	NORMAL RATE	Required duration for 60 months period (hours)	Total per skill
1. Site Manager	hour	1		10400	R
2. Technical support	hour	2		10400	R
3. Administrator	hour	1		10400	R
4. Skilled Electrician	hour	8		10400	R
5. Semi-skilled worker	hour	10		10400	R
6. Electrical Supervisor	hour	1		10400	R
7. Safety Officer	hour	1		10400	R
8. QC	hour	1		10400	R
				Total	R

AFTER hours prices During the week after (16:00 – 06:59(Next Day))

SKILL	UNIT	QUANTITY	AFTER HOURS AND/OR SATURDAY RATE (FACTOR OF NORMAL TIME)	Required duration for 60 months period (hours)	Total per skill
9. Site Manager	hour	1		5200	R
10. Technical support	hour	2		5200	R
11. Administrator	hour	1		5200	R
12. Skilled Electrician	hour	8		5200	R
13. Semi-skilled worker	hour	10		5200	R
14. Electrical Supervisor	hour	1		5200	R
15. Safety Officer	hour	1		5200	R
16. QC	hour	1		5200	R
Total					R

Sunday Hourly Rates

SKILL	UNIT	QUANTITY	SUNDAY HOURLY RATE (FACTOR OF NORMAL TIME)	Required duration for 60 months period (hours)	Total per skill
17. Site Manager	hour	1		2080	R
18. Technical support	hour	2		2080	R
19. Administrator	hour	1		2080	R
20. Skilled Electrician	hour	8		2080	R
21. Semi-skilled worker	hour	10		2080	R
22. Electrical Supervisor	hour	1		2080	R
23. Safety Officer	hour	1		2080	R
24. QC	hour	1		2080	R
R					

Hourly Rates including transport As and when required Support Staff (Normal Hours)

SKILL	UNIT	QUANTITY	RATE	Required duration for 60 months period (hours)	Total per skill
Technical support	hour	1		5200	R
General worker	hour	10		20800	R
Installation Electrician	hour	1		5200	R
Class B Welder	hour	2		2080	R
Excavator Operator	hour	1		2080	R
Crane truck driver	hour	1		2080	R
Total					R

Hourly Rates including transport As and when required (After Hours)

SKILL	UNIT	QUANTITY	AFTER HOURS AND/OR SATURDAY RATE (FACTOR OF NORMAL TIME)	Required duration for 60 months period (hours)	Total per skill
Technical support	hour	1		2600	R
General worker	hour	10		10400	R
Installation Electrician	hour	1		2600	R
Class B Welder	hour	2		1040	R
Excavator Operator	hour	1		1040	R
Crane truck driver	hour	1		1040	R
Total					R

Hourly Rates including transport As and when required (Sunday Hours/Public Holiday)

SKILL	UNIT	QUANTITY	SUNDAY HOURLY RATE (FACTOR OF NORMAL TIME)	Required duration for 60 months period (hours)	Total per skill
Technical support	hour	1		1300	R
General worker	hour	10		5200	R
Installation Electrician	hour	1		1300	R
Class B Welder	hour	2		520	R
Excavator Operator	hour	1		520	R
Crane truck driver	hour	1		520	R
Total					R

Price list E: Fixed Related Items

ITEM	DESCRIPTION	Quantity	Per year	Total for 5 years
25.	Site Establishment – Refer to Annexure AS	1	N/A	R
26.	Site de-Establishment – Refer to Annexure AS	1	N/A	R
27.	PPE Refer to Annexure AP	40		R
28.	Medical-In	40		R
29.	Medical Exit	41		R
30.	Safety file and Environment	1		R
Total				

Contract Grand Total

R

	Description	Unit	Total Qty	Rate	Amount
1.1.1	SITE OFFICES				
	SITE OFFICES HIRE 6MX 3M (X2)	Month	60.00		
	SITE OFFICES HIRE 12MX 6M (1X) -Boardroom Facility	Month	60.00		
	Storage Containers 6MX 2. 3M (x 3) (1 will be for Lockers)	Month	60.00		
	KITCHEN HIRE 6MX 2. 3M	Month	60.00		
	MALE TOILET UNIT 6MX 2. 3M (With Shower x3)	Month	60.00		
	FEMALE TOILET UNIT 6MX 2. 3M (With Shower x2)	Month	60.00		
	Provision for Site Office Furniture	Sum	1.00		
	Provide for Site Eating Area	Sum	1.00		
1.1.3					
	Yard Fence Complete (20mx20m)	Sum	1.00		
	3m Gates and Poles	Sum	1.00		
	Site Yard Electrical Reticulation	Sum	1.00		
	Site Water Connection and Plumbing	Sum	1.00		
	Yard Stone	Sum	1.00		
	Vehicles Parking Shed (x4)	Sum	1.00		
	Equipment and Tools	sum	1.00		
1.1.4	De Establishment of Site	Sum	1.00		

ARC Flash Overall Specification:

JACKET, ARC FLASH: CATEGORY: 2; ARC RATING: MIN 12 CAL/CM2; MATERIAL: ARC RATED BLEND; COLOR: ROYAL BLUE PANTONE 19_3955; SPECIFICATION: ASTM F1506; COMPLIANCE STANDARD: AFP PPE 240-70044736 LATEST REV

TROUSER, ARC FLASH: CATEGORY: 2; ARC RATING: MIN 12 CAL/CM2; MATERIAL: ARC RATED BLEND; COLOR: ROYAL BLUE PANTONE 19_3955; SPECIFICATION: ASTM F1506; COMPLIANCE STANDARD: AFP PPE 240-70044736 LATEST REV

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
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Total number of pages		

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The contractor provides a service to supply, install and repair, tests and commissions power cables (24Vdc to 11KVac), making use of cable pulling techniques, trays, joint kits, termination kits, lugs, testing etc (Refer to signed scope of work for details) for the Electrical Maintenance department as well as the Control and Instrumentation Maintenance department on a weekly basis Mon to Friday 8:00 – 16:00.

1.2 Employer's requirements for the service

The *Contractor* provides all services, specialized tools and equipment, specialized personnel, and all associated maintenance services to accomplish and execute the requirements of the Service Information. The *Contractor* provides specialist technical consulting services, which support the optimum continuous operation of the *Employer's* assets .

The Services are performed on existing, and new installations and complies with good engineering and maintenance practices and standards for Power Stations and conforms to legal, environmental and other Eskom specifications, procedures, standards and conditions prevailing at the site.

In these terms the *Contractor* shall maintain and issue all legal required certification to ensure compliance.

Maintenance will be carried out in the following categories:

1.4.1 Corrective Maintenance

The Maintenance carried out after a failure has occurred and is intended to restore an item to a state in which it can perform its required function.

1.4.2 Preventative Maintenance

Maintenance carried out at pre-determined intervals, or corresponding to prescribed criteria, and intended to reduce the probability of failure or performance degradation of an item

1.4.3 Planned Maintenance

Maintenance performed during a planned or scheduled outage of the specific plant or generating unit

1.4.4 Routine Maintenance

Time based maintenance work that is performed with the plant either on or off load.

1.4.5 General Overhaul

During an outage all plant having no redundancy is overhauled to ensure reliable and safe operation.

1.4.6 Mini General Overhaul

During an outage, only the following interventions will be attended to:

- Those plant items with no redundancy and which will not remain reliable up to the next General Overhaul.
- Inspections of suspect plant items.

- **Defects Correction Period**
 - i. Due to the different nature of defects, and the different risks associated with trips, the defect correction period as specified in the Contract Data varies per defect, as indicated by the Employer.
 - Priority 1 – 24 hours – All modifications which may affect the operations at Duvha Power Station.
 - Priority 2 – 2 days – Investigations and feasibility studies.
 - Priority 3 – 1 week – Repairs.

1.4.7 Opportunity Repairs

These are short outages between Overhauls to enable essential repairs and inspections to be executed.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
EMD	Electrical Maintenance department
C&I	Control and Instrumentation
PSR	Plant Safety Regulations
KV	Kilo Volts
LV	Low Voltage
HV	High Voltage
DC	Direct Current
AC	Alternating Current

2 Management strategy and start up.

2.1 The Contractor's plan for the service

- The Contractor issues monthly reports to the Project Manager as agreed between both parties. This report shall include all work done to date, work in progress (including the status) and future work if an order is already in place during the preparation of the report and any other work that the *Contractor* is busy with. The report also includes a copy of all the invoices issued during that month.
- Investigate, identify and report potential plant failures.
- Recommend actions, modifications, system and process changes.
- Participate in investigations when required.
- There must be efficient overall organisation of personnel and services.

2.2 Management meetings

The *Contractor* attends meetings as instructed by the *Project Manager*. Daily and monthly meetings are envisaged, as a minimum.

A reasonable notice period shall be deemed to be:

One day for general meetings,
Seven days for a planned outage,
One hour for a unit trip, as soon as possible but not longer than 3 hours and
One hour for a health or safety hazard or a plant emergency that could lead to a trip or other loss of generating capacity.

The *Contractor* reports to the power station or any other site for meetings, seminars, conferences, etc. as notified by the Supervisor or his delegate,

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor and _____</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.

2.3 Contractor's management, supervision and key people

The contractor will employ key staff to manage maintenance during normal working hours, notably the Site Manager, Supervisor and SHEQ officer.

2.4 Documentation control

All documents such as testing certificates , assessments, reports and modifications shall be kept in a contractor's file which is kept in the possession of the contract Services Manager

2.5 Invoicing and payment

i. All quotations and Invoices includes the following table per item(see sample):

SAP line item:		
Item name (as per price list):		
Item price (as per price list):		
Quantity:		(Units of measure)
Description:		
Item Total		

Each task order includes the starting and completion

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 the Contract Services manager's email address and include on each invoice the following information:

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.6 Contract change management

There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

2.7 Management of work done by Task Order

The *Contractor* submits a Task Order programme to the *Service Manager* within **2 hours of receiving the Task Order**

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3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

1.5 Legislation, Regulations, Standards and Specifications

The *Contractor* conforms to all prevailing legal requirements of the republic of South Africa, Eskom SOC Limited and Matla Power Station Site legal Requirements, with special reference but not limited to the following:

- Occupational Health and safety Act 85 of 1993 as amended and its regulations.
- SANS 10400 National Building regulations
- Plant Safety Regulations (PSR) 36-681 – Generation Plant Safety Regulations.
- GGPP0592: Generation Policy: Power Station Plant Classification.
- OPG 0159-02: Eskom manual: Classification Guideline.
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended.
- National Environmental Management Act 107 of 1998 as amended.
- National Environmental Waste Act 59 of 2008 as amended.
- National Water Act 36 of 1998 as amended.
- Eskom procedures and Safety requirements set out in Safety, Health and environmental specifications, Document 004 4830
- Eskom procedures 32-95 with regards to the management of safety, health and environmental incidents
- Any other act or procedure deemed necessary or applicable if the work includes some toxic and/or hazardous substances during normal and routine maintenance activities stipulated in this document. In this case the *Contractor* handles such hazardous substances in accordance with the applicable regulations and procedures, and is disposed of by the *Contractor* in accordance with the applicable law.

Environmental constraints and management

The scope of work is to be carried out taking Environmental contraventions into consideration such as the disposal of hazardous chemicals and working on plant that have a potential to cause harm. The contract Services manager must be informed of any potential Environmental risk.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure

3.2 Quality assurance requirements

- The Contractor submits draft quality control documentation on request of the Supervisor or his delegate.
- The Contractor ensures that effective quality plans are in place prior to undertaking any task at Duvha Power Station.
- The Contractor submits quality plans for maintenance, commissioning and hand over.
- The Contractor is to liaise with the Project Supervisor or his delegate with respect to the maintenance scheduled

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed

The following is the list of the maximum crew needed onsite working from Monday to Friday 8:00

1.	Site Manager	1
2.	Technical support	2
3.	Administrator	1
4.	Skilled Electrician	8
5.	Crane truck driver	1
6.	Semi-skilled worker	10
7.	Electrical Supervisor	1
8.	Safety Officer	1
9.	QC	1
10.	Total	30

Should there be a need for general workers or specialised staff onsite, the site manager will have to receive permission of the Contract Service manager.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

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

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Specifications

The *Contractor* is responsible for the safeguarding, care and security of all items whilst in the *Contractor's* custody and control, until the *Employer* has taken over the *plant or material*.

4.3.2 Correction of defects

Cables found to have numerous joints , 30 % of the cable burnt, or 50 % of the cable is stolen, the whole cable will have to be replaced. As the *Contractor* has an obligation to correct Defects and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects

4.3.3 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery

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

List any Plant and Materials which are to be provided by the *Employer*.

Rags and Electricl Cleaning Solvent

5 Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Security arrangements

- The *Contractor* applies for temporary access permits (*Contractor's Permit*) at the Security gate. The *Contractor's* personnel shall be required to be always in the possession of a Contractor Permit.
- All *Contractor* personnel shall be issued with a temporary access permit (*Contractor Permit*) which will contain the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after completion of the works.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on Site, the *Contractor* is to supply a list of all personnel that he intends using on Site, at least 24 hours prior to entering the Security area. This list must be delivered to Protective Services or can be faxed to (013) 690 0348. The list identified with the *Contractor's* name, is to contain the following information:
 - Employee Name.
 - Employee ID Number.
 - Eskom Safety Co-ordinators signature.
 - Eskom Project Manager's signature.
 - Copy of the first page of the ID book of every employee of the Contractor, photocopied to reduce the size to 65%.
- The list of details has to be completed on the special form appended to the *Contractor's* Safety Manual.
- To speed up the process of gaining access to the Site, the Contractor must compile detailed lists of all tools and equipment to be taken on Site before arriving at the Power Station Security gate. A special Tool List form is available at Protective Services. An authorised copy of this list must be retained and used again when the tools and Equipment is removed from Site after completion of the works.
- The *Contractor's* visitors and personnel shall always conform to the security arrangements in force at the Site. Application forms for visitors must be filled in by the *Contractor's* site manager and approved by the Employer, one day before the visit and submitted to the Employer's Protective Services office. Visitors will not be allowed on Site if the necessary forms are not in the possession of security staff.

5.2 People restrictions, hours of work, conduct and records

The contractor's normal working hours from Monday to Friday from 8:00 to 16:00 , the contract manager will verify attendance register and counter sign as witness.

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

5.4 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.5 Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

5.6 Equipment provided by the *Employer*

The contractor may use fixed lifting equipment with the permission of Contract Services Manager.

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

ITEM	DATE BY WHICH IT WILL BE SUPPLIED
220V AND 380V POWER SUPPLY IS AVAILABLE AT THE EXISTING PLUGS (UNINTERRUPTED POWER SUPPLY NOT GUARANTEED).	STARTING DATE
WATER IS AVAILABLE AT THE EXISTING POINTS.	STARTING DATE
SANITARY FACILITIES PERMANENT FACILITIES TO SERVE THE POWER STATION TERRACE ARE PROVIDED BY THE EMPLOYER	STARTING DATE
TOILET FACILITIES THE EMPLOYER PROVIDES THE CONTRACTOR ACCESS TO TOILET FACILITIES, FREE OF CHARGE.	STARTING DATE
WASTE REMOVAL	STARTING DATE

HOUSEHOLD WASTE REMOVAL TO THE BINS, AS PROVIDED ON THE SITE BY THE EMPLOYER, IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR COMPLIES WITH EMPLOYER'S POLICY FOR WASTE MANAGEMENT ON SITE, POLICY. 004/4100.	
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5.7.2 Provided by the *Contractor*

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

5.8 Control of noise, dust, water and waste

Contractor shall adhere to PPE requirements of the specific plants at all times. The contractor will also familiarise themselves with the colour coded skips for waste management.

5.9 Tests and inspections

5.9.1 Description of tests and inspections

From time to time the Contract Service Manager or his representative may visit an area of plant that being worked on and request to view work and ask to witness measurements.