

NEC3 Term Service Contract (TSC3)

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

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

for **The provision of Maintenance of the Security Surveillance and Access Control System at Kriel Power Station for a period of 5 Years**

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CONTRACT No. **[Insert at award stage]**

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The provision of Maintenance of the Security Surveillance and Access Control System at Kriel 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.

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

Tenderer's CIDB registration number: n/a

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer

.....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

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

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

Note:

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

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

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

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

	For the tenderer:	**For the Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	..... *(Insert name and address of organisation)*	..... *(Insert name and address of organisation)*
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* 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
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.1	The *Employer* 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.	**+27 11 871 3706**
	Fax No.	**Not applicable**
10.1	The *Service Manager* is (name):	**M Makwela**
	Address	**Eskom Holdings SOC Limited, Kriel Power Station, Generation, Ogies/Bethal Road, Kriel**
	Tel	**+27 17 615 2387**
	Fax	**Not applicable**
	e-mail	**makwelMN@eskom.co.za**
11.2(2)	The Affected Property is	**Kriel Power Station**

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

11.2(13)	The *service* is	**Maintenance of the Security Surveillance and Access Control System**
11.2(14)	The following matters will be included in the Risk Register	- **Any matter that has cost implication outside the agreed terms.** - **Any matter that may cause delays in the service.** - **Any force majeure issue such as protests, covid restrictions.**
11.2(15)	The Service Information is in	**Part 3: Scope of Work and all documents and to which it makes reference.**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**1 day (within 24 hours)**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**2 weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is (proposed)	**01 April 2027**
30.1	The *service period* 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 *assessment interval* is	**First week of the new month after service provided / delivered**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**30 days from receipt of valid invoice**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no**

		such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
7	**Use of Equipment Plant and Materials**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**Not applicable**
9	**Termination**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**2 weeks**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**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	**To be appointed when dispute arises**
	Tel No.	**To be appointed when dispute arises**
	Fax No.	**To be appointed when dispute arises**
	e-mail	**To be appointed when dispute arises**
W1.2(3)	The *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* 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 - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X1	**Price adjustment for inflation**			
X1.1	The *base date* for indices is	**One month prior the tender closing date**		
	The proportions used to calculate the Price Adjustment Factor are:	**Proportion**	**linked to index for**	**Index prepared by**
		0.30	**Table C3-(a) Actual Labour Cost (field force)**	**SEIFSA**
	CPA will be applied after the first 12 months where after annually	**0.30**	**Table L2-(B) Transport Road Freight Costs**	**SEIFSA**
		0.25	**Table D-4 (CPI) Material**	**SEIFSA**
		0.15	**non-adjustable**	
		1.00		
X2	**Changes in the law**	**There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**		
X17	**Low service damages**			
X17.1	The *service level table* is in	**Annexure A**		
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	**The greater of** • **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	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *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	**2 months after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**3 days: urgent** **7 days: standard**
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 *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

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

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

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

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

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

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

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

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

Z12 Insurance

Z _12 .1 Replace core clause 83 with the following:

Insurance cover 83

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

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service	Loss of or damage to property The replacement cost Bodily injury to or death of a person The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Contractor* 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 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 *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.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

Annexure A: Table of low service damages (X17)

Low Service Damage Description	Value of Low Service Damages	Limit of Low Service Damage
Service delays of not finishing as per agreed upon Program submitted to the *Service Manager.*	20% of the line item per Task Order value.	Limited to 20% of the line item per Task
SHEQ Non-compliance (Unsafe work or any safety incident)	25% of the line item per Task Order value.	Limited to 25% of the line item per Task Order value.
Service delays due to *Contractor* not responding on time as per Core clause 13.3	30% of the line item per Task Order value.	Limited to 30% of the line item per Task Order value.

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)[3] in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.

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

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

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

	Experience:	
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is (excluding VAT & CPA)	**R**

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
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C2.1	Pricing assumptions: Option A	2
C2.2	The *price list*	3

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 *price list* 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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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 141329 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

ITEM	DESCRIPTION	UOM	QTY	RATE	AMOUNT
100	**PRELIMINARIES & GENERALS**				
101	Medicals (3 resources)	Annually	5		
102	Police Clearance (3 resources)	Annually	5		
103	Safety File	Annually	5		
104	PPE (3 resources)	Annually	5		
105	Transport	Trips	1260		
				Sub-total	**R**
200	**ACCESS CONTROL MAINTENANCE**				
	Normal Time (07:00 -16:15)				
201	Technician	Hrs	1920		
202	Assistant Technician	Hrs	1920		
203	System Adminstrator	Hrs	1920		
	Overtime Weekdays / Saturdays				
204	Technician	Hrs	960		
205	Assistant Technician	Hrs	960		
206	System Adminstrator	Hrs	960		
	Sundays / Public Holidays				
207	Technician	Hrs	480		
208	Assistant Technician	Hrs	480		
209	System Adminstrator	Hrs	480		
				Sub-total	**R**

300	**CCTV MAINTENANCE**				
	Normal Time (07:00 -16:15)				
301	Technician	Hrs	3840		
202	Assistant Technician	Hrs	3840		
303	System Adminstrator	Hrs	3840		
	Overtime Weekdays / Saturdays				
304	Technician	Hrs	1920		
305	Assistant Technician	Hrs	1920		
306	System Adminstrator	Hrs	1920		
	Sundays / Public Holidays				
307	Technician	Hrs	960		
308	Assistant Technician	Hrs	960		
309	System Adminstrator	Hrs	960		
				Subtotal	**R**
400	**CALL OUT**				
401	Call out on weekdays, Saturdays, Sundays and Public Holidays (Transport measured elsewhere)	No	540		
					R
500	**PROVISIONAL SUMS**				
501	Allow a provisional sum of R5 million to be used for spares on instruction of the Service Manager as per approved inspection report	SUM	1		
				Subtotal	**R**

	FINAL SUMMARY				
100	PRELIMINARIES & GENERALS				
200	ACCESS CONTROL MAINTENANCE				
300	CCTV MAINTENANCE				
400	CALL OUT				
500	PROVISIONAL SUMS				
	Grand Total Excl. VAT & CPA				**R**

Signature: _____ Name: _____

Date: _____

PART 3: SCOPE OF WORK

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	Total number of pages	21

C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the *service*

Executive overview

A surge in crime related incidents at Eskom sites has prompted a mandate to initiate a Security Improvement Plan (SIP). The increasing threat to the safety and security of people, information and assets is impacting Eskom operations and its ability to deliver a world class service, and in turn, public confidence in Eskom. The safety of people and the integrity of information and assets is a key priority in Eskom.

An Integrated Access Control System (IACS) is a combination of business processes, policies and technologies that will allow the organization to provide secure, scalable and robust future-proof solutions that are able to flexibly be deployed as security requirements evolve. The Integrated Access Control System is aimed at improving and effectively managing physical access control and physical security at Eskom sites. The purpose of the integrated system is also to allow users the ability to achieve maximum benefit from each individual system whilst reducing the time, cost as well as risk that comes with operating and maintaining several individuals, stand-alone systems.

Access control is about managing access rights of individuals, visitors into various sites and facilities. It is about granting and limiting permissions to Employees, visitors, contractors in and out of various areas, e.g., secure and non-secure areas and how these must be managed. This includes lockdown of facilities, lockout of facilities, emergencies, etc.

An Integrated Access Control System is a solution that consists of hardware and software designed to control entry into selected areas and manage movement of people/vehicles within. The system must be agnostic to the choice of field equipment technologies as well as the type of data carriers/ credentials for system users.

The main components of an Integrated Access Control System are the system software, electromagnetic hardware, electronic hardware and system users.

Employer's requirements for the *service*

General Requirements Of The Works

Maintenance of the Security Surveillance Monitoring and Access Control System which form part of IACS (Integrated Access Control System) is required by the Employer to ensure availability and reliability of the system. The availability of this system is the ratio of the expected value of its uptime divided by the sum of the expected values of its uptime and downtime. It is crucial that the value of downtime is minimized, such that the availability of the Security Surveillance and Monitoring system is 95% or better.

Scope of work description

The scope of work that will be carried out will include preventative maintenance to ensure performance of the Security Surveillance Monitoring and Access Control System as well as corrective maintenance requirements that may arise. It is therefore required that the system is operational 95% of the time (at least 95% operational) for the safety in the plant as well as the employees.

The scope of work includes the following:

Corrective Maintenance

Defects

a) Repair all defects logged in the defects register.

Call out period

From time of call to arrival to Kriel Power Station a call out time must not exceed 1.5 hours. The following shall apply to the successful tenderer.

a) Working time will be Eskom working time (07H00am – 16H15pm)
b) There must be an official time sheet supplied by the supplier to Eskom project manager signed by the relevant section supervisor.
c) Timesheet must be in book form with three pages; one copy stays in the time book one. Copy for contract management and one page to accompany invoice for payment.
d) Hours worked will only be paid for if signed by an Eskom supervisor.
e) Transport must be included in the tendered price.
f) The contractor must supply his people with PPE.
g) No personnel are allowed to travel in the back on an LDV.
h) Cardinal rules shall be applied to personnel and contractors working on Eskom premises

Preventative Maintenance

Software (Operating System)

a) Software needs to be upgraded to v 1.3 or latest and needs to be kept current when upgrades become available.

Server

a) Servers to be backed up monthly.
b) The current database needs to be upgraded to a sequel server to ensure stability and prevent loss of information.
c) Weekly Server resources upgrade checks.
d) CPU usage.
e) Memory (RAM) usage.
f) Hard drives free space.
g) Weekly database backup.
h) Weekly updates on the antivirus program on the server.
i) Run security updates on the server every 2 months.
j) Check and set the time on the server on a weekly basis and on request.
k) Check the stability of the server and verify that all settings are correct and working on a weekly basis.
l) Check the stability of the canteen system and ensure that all settings are correct and in working order on a weekly basis.
m) Draw reports to ensure all test transactions are reflected on the system and
n) Ensure license for software does not expire.

DVR (Digital Video Recorder)

a) Check on a weekly basis and ensure that all DVRs are online and recording.
b) Check on a weekly basis and ensure that there is enough free space on the DVRs for recording.
c) Ensure the DVR’s cabinet is clean on a weekly basis.
d) Check and set the time on various DVRs so that it is aligned to the access control system time on a weekly basis.
e) Do general fault finding and repair or make recommendations.

Geutebruck and Avigilon system (PC based Master, slave and Client PC)

a) Ensure that all cameras are displaying in the Security control room client screens.
b) Check on a weekly basis and ensure that all PC's are online and recording.
c) Check on a weekly basis and ensure that there is enough free space on the HDDs for recording.
d) Ensure the PC cabinet is clean weekly.
e) Check and set the time on various Pc's so that it is aligned to the access control system time weekly.
f) Do general fault finding and repair or make recommendations.
g) Check that all cabling is correctly plugged in.
h) Mouse keyboard and Screen is working.

Cameras/Housing

a) Focus, align cameras and ensure camera lens is dust free on a weekly basis when necessary.
b) Cleaning of cameras monthly.
c) Ensure that all critical cameras remain and are displayed on the slurry pumps screens.
d) Do general fault finding and repair or make recommendations.
e) Check and ensure that the interior of camera enclosure is clean and dry monthly.
f) Check and ensure the pan tilt and zoom focus is operational for all PTZ cameras.
g) Always ensure camera field of view is adjusted according to customer's requirements.

Monitors

a) Ensure all monitor's picture is free from distortion on a weekly basis.
b) Ensure proper contrast and brightness on all monitors on a weekly basis.
c) Do general fault finding and repair or make recommendations.
d) Clean all monitor screens, control panels, and keyboards on a weekly basis.

Alarm Systems

a) Check and ensure that all alarm systems are functional and correctly received by the control room on a weekly basis.
b) Do general fault finding and repair or make recommendations.

Turbo Time, Time and Attendance software

a) Check server connection and ensure its healthy.
b) Set up user profiles and assign persons/departments.

Controllers

a) Ensure functionality, cleanliness and make general recommendations towards targeted system efficiency

All Gates (Turnstiles, Sliding gates, Boom gates, Doors)

a) Test all turnstiles, sliding gates, boom gates, and any other type of door or entry and do repairs where necessary on a weekly basis.
b) All door closures to be inspected weekly and adjusted accordingly.
c) Replace defective parts where necessary to keep system operational.

Readers

a) Test all readers on a weekly basis and do repairs where necessary. This includes all readers installed for Kriel Power Station including visitors and employee's parking areas.

b) Check that all scheduled doors/ readers are opening and closing according to the schedules.
c) Replace defective parts where necessary to keep system operational.

Power/Cabling and UPS (Uninterruptible Power Supply) System

a) Do general fault finding and repair or make recommendations on a weekly basis.
b) All UPS and their batteries to be inspected on a weekly basis.
c) Check the cabling on the fence cameras to ensure they are secure and in good condition.
d) Check all power connections and ensure AC plugs are not loose on a weekly basis.
e) Check and ensure that all cables are properly dressed on a weekly basis.

System Users

a) Conduct refresher training annually

Administration of the system

a) Draw audit reports for the week and verify all transaction done are in accordance with procedures and correctly entered the Access system, make corrections where necessary.
b) Perform system monitoring and ensure data integrity:
   - Ensure data entered correctly and verify with access documents
   - Ensure access areas are correctly assigned
   - Check for duplicate entries/ persons with 2 permits
c) Draw clocking times reports on request from Security Manager/ Investigator.
d) Manage user passwords including creation, resets and locking/ of user accounts.
e) Manage database size and functionality (clean-up, back-up, resetting server and access points, report failures (active and possible) and system irregularities, configure system according to user requirements and within limits, contribute to and maintain system standards as well as draw audit reports, etc

Developments

a) Any developments or changes made to the Security Surveillance Monitoring and Access Control System other than that made by the manufacture will belong to Kriel Power Station.

Filling

a) All preventative checks done on the system must be filed for reference or investigation purposes.
b) All defects must be investigated and filed for future reference.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	**Meaning given to the abbreviation**
OBL	Outside battery limits

ment strategy and start up.

The *Contractor*'s plan for the *service*

The *Contractor* shall submit a plan to the *Service Manager* for acceptance within the period stated in the Part C1.2a Data by Employer of Part C1 agreements and contract data.

Management meetings

All relevant meetings must be attended.

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	Quarterly	Kriel PS	*Employer*, *Contractor,* and *Service Manager*
Overall contract progress and feedback	Quarterly	Kriel PS	*Employer*, *Contractor,* and *Service Manager*

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.

Contractor's management, supervision and key people

a) The *Contracto*r to provide a key list of personnel who will carry out the work on site with their qualifications attached.
b) A company organogram shall be shared with the *Service Manager* to communicate accordingly to comply with the NEC3 Term Services Contract communication structures.
c) The *Contractor* shall provide a site manager/contract manager to manage all contract related matters. Such persons is preferred to have prior experience in contract management and change of this person is communicated in writing, within 1 (one) week of such change, to the *Employer.*
d) The *Contractor's* supervisor shall be knowledgeable, competent and fully capable to perform supervisory duties without direct or continuous supervision by the employer, to liaise and co-ordinate activities with various departments, including the employer's personnel and others in order to fulfill all obligations.
e) In the absence of the relevant site manager or supervisor, a replacement must be identified to take over the duties.

Provision of bonds and guarantees

Not applicable to this contract

Documentation control

a) The information for spares to shared electronically or hard copy.
b) Other information provided with each spare to be shared electronic or hard copy.
c) Information provided to be documented in such a manner that the information for each spare will be easily identifiable.

2.5.1 Invoicing and payment

The Contractor will submit a payment request to the Service Manager within 2 working days before assessment date. The Eskom Costing Consultant will compile a payment certificate within 3 working days.
Within 3 working days 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 payment certificate.

- No invoices to be handed to an individual. There is no need for the *Purchaser Representative* to sign invoices as they perform Goods Receipt in the system. The Goods Receipt serves as the approval of payment.
- **Invoices must be delivered to the Eskom Documentation Centre (email to: Invoiceseskomlocal@eskom.co.za) as this will speed up the payment process and ensure that invoices are not lost and payments delayed.**
- Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

Invoices to be addressed to:
Eskom Holdings SOC Ltd
Reg. No. 2002/015527/30
Kriel Power Station
Accounts Payable
Private Bag X5009, Kriel 2271
Email to: Invoiceseskomlocal@eskom.co.za

The *Supplier* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs. *The Supplier* is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms. The following information to be reflected on each invoice:

- Name and address of the *Supplier* and the Purchaser Representative*;*
- The contract number and title;
- *Supplier's* VAT registration number;
- The Purchaser'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

Supplier is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

Service related invoices

a) Once the *service* has been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment / certificate
c) A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice

d) *Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
e) *Service Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the *service* has been rendered and the Assessment/Payment certificate signed
f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

Invoices linked to commodity/CPA prices

a) The requirements are the same as for Goods Delivered Invoices.
b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

General Information related to Eskom Invoices

a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
b) Eskom Purchase Order number must appear on invoice.
c) Invoices must be VAT compliant in line with the VAT Act requirements.
d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
h) No pro-forma invoices will be accepted.
i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established.

Contract change management

Any changes related to this official contract to be communicated to *Service Manager.*

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

To substantiate the Defined Cost of Compensation Events, the *Contractor* shall keep records of amounts paid.

Insurance provided by the *Employer*

As stated in Contract Data and as per Table A within this Service Agreement

Training workshops and technology transfer

Not applicable to this contract

Design and supply of Equipment

Not applicable to this contract

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

Equipment

a) The *Contractor* shall hand over a serviceable plant to the *Employer* by the end of this contract.

Information and other things

a) At the end of the service period the *Contractor* returns all Equipment and surplus materials to the *Employer*. 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.

Management of work done by Task Order

a) A Task is work within the service which the *Service Manger* may instruct the *Contractor* to carry out within a stated period.
b) A signed Task Order is the *Service Manager's* instruction to carry out a Task.
c) Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.
d) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.
e) A Task Order includes:
   - A detailed description of the work in the Task
   - A priced list of items of work in the Task in which items taken from the Price List are identified.
   - The starting and completion dates for the Task
   - Conditions of the service agreement is in accordance with the Task Order issued
f) The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.
g) The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.
h) No Task Order is issued after the end of the service period.
i) Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.
j) It is the *Contractor's* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.
k) Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.
l) When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:
   - The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
   - Response time within 2 hours for any communication when the *Contracto*r acknowledges the emergency.
   - Provide a programme within 8 hours after Task Order provided to the *Contractor.*
   - Mobilise within 5 hours after Task Order have been accepted by both parties.

Health and safety risk management

2.1 Health and Safety Requirements

Contractors and their sub-Contractors shall at all times ensure compliance with all relevant Occupational Health and Safety Act 85 of 1993 and any regulations or by-laws of any local or statutory authority.

The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information.

In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub *Contractor*s and mandatories with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA")

- the Midfire Safety EMS "Health, Safety and Environmental specifications for *Contractor*s" document attached to the Works Information (as amended from time to time) and such other Midfire Safety EMS Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* . The Midfire Safety EMS Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Regulations with which it has been provided

- the health and safety and Environmental plan prepared by the *Contractor* in accordance with the SHEQ Requirements

(The OHSA and the Midfire Safety EMS Regulations are collectively referred to as the "SHEQ Requirements").

The *Contractor*, at all times, considers itself to be the "*Employer*" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub *Contractor*s and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

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

The *Contractor* ensures that all statutory appointments and appointments required by any Midfire Safety EMS Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

The *Contractor* shall appoint a person who will liaise with the Midfire Safety EMS Safety/ Environmental Officer responsible for the premises relevant to this contract. The person so appointed shall, on request:

- supply the Safety/ Environmental Officer with copies of minutes of all Health and Safety Committee meetings, whenever they are required to do so.
- supply the Safety/Environmental Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Midfire Safety EMS Safety Officer of any changes thereto.

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

- conduct health and safety and Environmental audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*;
- refuse any employee, Sub *Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- Issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer*'s Representative.
The *Contractor* immediately reports any environmental incident as well as any threat to the environment of which it becomes aware at the Works or on the Site to the *Employer*'s Representative

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures as well as provisions in the Kriel Power Station Environmental Management System.
.
The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Midfire Safety EMS Safety/Environmental Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety as well as Environmental arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub *Contractor*s or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.

The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor*'s employees, agents or Sub-*Contractor*s, to the extent permitted by the OHSA.

The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expenses that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub *Contractor*s and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the *Employer* to procure the

compliance by the *Contractor* , its employees, agents, Sub *Contractor*s and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

In carrying out their obligation as the mandatory to the *Employer* for this contract in terms of the Kriel Power Station ISO 14001 Environmental Management System and applicable legal and other requirements associated with the Works, the *Contractor* ensures that they comply with the System requirements when Providing the Services or using plant, materials or equipment.

Transportation Of Passengers:

It is a legal requirement to provide safe transportation of Eskom and *Contractor* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belts for the number of passengers to be transported. No passengers may be transported on the back of a light delivery vehicle (ldv) whether open or closed.
- Tools and equipment must be properly secured.
- Only authorised drivers that comply with the road transport act, may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to on site and off site transportation of passengers.

SHEQ Induction Course

All the employees of the *Contractor* must attend a SHEQ induction course before they will be allowed to work on the emergency Site and vehicles. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.

Local Safety Procedures

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

Incidents / Accidents

- Incidents and accidents must be reported and investigated. All incidents must also be reported to the *Employer* within 4 hours.
- First aid must be made available by the *Contractor.* The availability of the *Contractor's* own first aid or environmental response does not relieve the *Contractor* of his obligation to report and investigate the incident.

Fire Prevention

Fire prevention and protection requirements to which the *Contractor* must comply.
Please ensure that there are personal trained to use fire equipment and all vehicles to have an extinguisher.

Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment and uniform necessary to carry out the Emergency medical rescue and fire fighting work.
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act/ NFPA/ and Eskom SHEQ procedures.

Inspection of Equipment

- The *Contractor's* equipment is inspected by the *Service Manager* on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all emergency medical equipment and description of the equipment must be submitted to the *Service Manager* at least 2 days prior to the occupation date.
- All vehicles will be maintained so as to prevent any leakage or spillage of fluids
- Training of working at heights operators must comply with the Works Information and statutory requirements.

Documentation

The *Contractor* is responsible to have the following documentation available on site in accordance

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer
- Copies of all relevant SHEQ procedures and associated documents

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Scope Of Work**.**

The *Contractor* shall comply with all provisions stipulated in the Kriel Power Station ISO 14001 Environmental Management System and ensure sufficient funding is allocated for in the Price List.

The following Documents are included (but may change from time to time due to review and/or operational requirements):

1. Kriel Environmental Policy (to be prominently displayed in all working areas)
2. Procedure for the Identification and Assessment of all Environmental Aspects and Impacts
3. Environmental Legal and Other Requirements (this will include all applicable Environmental Authorisations and Environmental Management Plans)
4. Midfire Safety EMS EMS Scope and Manual
5. Environmental Training, Awareness and Competence
6. Health, Safety and Environmental Communication Procedure
7. Identification and Application of Environmental Operational Controls
8. Environmental Performance Monitoring and Measurement Procedure
9. Handling of HSE Non-conformities and Corrective and Preventative Measures
10. Health, Safety and Environmental Incident Management Procedure
11. Health, Safety and Environmental Audit Procedure

12. Management Review Procedure

2.3 Quality assurance requirements

1. The *Supplier* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001:2008 certified or compliant thereto. Compliance with the provisions of this clause in no way relieves the Supplier of the final responsibility to furnish acceptable services.
2. The *Supplier* agrees to control and professionally preserve and store appropriate documents, records and recordings for a period of 5 years after termination of the agreement to guarantee the traceability of the services rendered and inspection thereof.
3. The *Supplier* agrees to regularly update and implement all the latest technology available as well as the necessary improvements for the installation, production and organisation deemed necessary to meet the requirements of the agreement and in order to enhance capabilities and effectiveness to deliver high quality, cost-effective security services.
4. The delivered or services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Midfire Safety EMS requirements, without deviation.
5. The *Employer* shall have the right to regularly conduct inspections, assessments , audits and surveys and perform surveillance of the Supplier's and/or Sub-Supplier facilities, sites, premises, records and documentation (including but not limited to data books) to evaluate their capability to comply with the requirements necessary to conform to contractual and QMS requirements.
6. The *Employer* reserves the right to inspect, at reasonable times, any or all of the services performed at the Supplier's or Sub-Supplier's premises or elsewhere. Verification by Midfire Safety EMS shall not absolve the Supplier of the responsibility to provide acceptable product and / or services, nor shall it preclude subsequent rejection by Midfire Safety EMS .
7. The services must comply with the agreed specifications and requirements and the applicable directives and standards set out in the Contract. Defects notified by the *Employer* shall be remedied by the Supplier upon demand by the *Employer* without undue delay and at no extra cost. The Supplier shall continuously monitor and identify non-conformances, both internal and external, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.
8. The *Supplier* shall further identify potential problems before they occur by identifying deviations in patterns or trends in product, service or process performance.
9. Nothing contained in the Contract and/or purchase order and/or scope of work and /or works information shall relieve in any way the *Supplier* from the obligation of Quality control thereof.
10. The *Supplier* guarantees that the Quality of the delivered services will comply with the requirements of the contract and/or relevant specifications.
11. The *Supplier* shall, on request, prove its ability to relate to the proposed scope of work which establishes the manner in which the *Supplier* intends to perform the Contract.
12. The *Supplier* shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can and will be achieved.
13. The *Employer* reserves the right to assess and measure, during the existence of the agreement the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all of them to confirm the Quality evaluation.
14. The identified professional personnel who will be managing the service will be available and accessible on a continuous basis until the conclusion of the project.
15. The *Supplier* shall demonstrate experience in comparable projects or specific aspects of the project and / or performance in similar projects, on request.
16. The Quality of the services and the contents thereof will always be in accordance with professional standards.
17. For the duration of the Contract, the professional staff managing the service, must be and remain a member of his/her Professional Society

18. The *Supplier* must, at all relevant times, scrutinise and be aware of Midfire Safety EMS 's requirements with specific focus on, inter alia, its philosophy, principles, strategies, practises, mission, vision, models, policies and practises.
19. The Supplier shall exercise reasonable professional skill, care and diligence in the performance of his obligations in terms of this agreement.
20. On awarding of the Contract to the successful *Supplier*, such *Supplier* shall present to the *Employer* an acceptable Quality Control Plan (QCP). The QCP shall comply with the requirements of ISO 10005 and shall include, but not be limited to, the following clauses:

    - A description of the type, level and frequency of inspections performed by the *Supplier's* Quality Control monitor. These inspection reports shall be made available to Midfire Safety EMS , on request
    - Quality Control check lists used to conduct inspections which include, as a minimum, checks of equipment, uniform, attendance and/or compliance with sign in/out procedures, knowledge of and adherence to Duty Book requirements, knowledge of and adherence to screening equipment operating procedures, Resumes for all personnel appointed to serve as Quality Control monitors.
    - Scope of a Quality Plan, Quality objectives, Management responsibility, control of documents and data, Control of records, resources, Customer communication, Audits

21. On awarding the contract, the parties will each nominate to the other their Quality representative(s), in writing.

22. The *Supplier* shall use all methods deemed necessary to ensure that the Supplier's employees are in a constant state of awareness and readiness. Midfire Safety EMS employees regarding the fire fighter/ medics; professionalism, courtesy and knowledge of their assigned duties

Specify minimum requirements for the *Contractor*'s Quality Plan and Work Procedures or provide the *Employer*'s Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor*'s QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

3. Procurement

Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.
NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

Local Procurement Content
"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Local Procurement Content	Eskom target 100%
	100%

Jobs

Jobs	Number
Type of Jobs to be created	

Type of Jobs to be retained	

Skills development

Contactor to develop skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa.

Skill type / Occupation	Eskom target	Entry Level	Output
C&I Artisans	3	N4 or Grade 12 or Equivalent	Trade Test

The process of developing these skills shall involve the participation by the contractor directly and through their supply network and includes on-job training. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.
Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The contractor is to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. The contractor is advised to approach the relevant SETAs to access

grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

Corporate Social Investment (CSI): 2% per invoice value

4. Plant and Materials

Specifications
Ensure that all vehicles to be used on the site comply with road safety specifications.
The vehicles need to be in good working order and not older than 24 months with less than 50 000km.
These vehicles would need to be approved before been used on site by the *Employer*.
All vehicles to have the companies logo on both doors and the vehicle needs to have a band of flashing lights attached to the roof so other vehicles on the road know that this vehicle is part of the emergency fleet for the site.
All vehicles need seat belts for all passenger's and driver.

SPECIFICATION

Title	Ref number	Rev	if publicly available
Occupational Health and Safety Act and Regulations Act 85 of 1993	As per DOL website		Yes

Correction of defects
If there is any plant or equipment that is defective or faulty this needs to be reported immediately and the items need to be repaired or replaced.
The *Contractor* is responsible for all loss of or damage to Eskom property in their possession.

***Contractor*'s procurement of Plant and Materials**
All other items to be procured where possible from local suppliers subject to pricing.
All purchases need to be discussed with the Service Manager and approved prior to placing orders.

Tests and inspections before delivery
N/A

Plant & Materials provided "free issue" by the Employer
Testing equipment that will be supplied by the *Employer*:

Working on the Affected Property
Constraints

There are possible strikes due to labour unrest.
The site is with a perimeter of more than ten kilometres.
Reaction times need to be kept to a minimum.
Severe heat conditions during the summer months.
Rainy season (October to March) can result in flooding making access to remote areas difficult
Snakes have been found that can cause injury to people
There will be no power at the outlying areas.

Services and rules applicable

There are various site rules that are applicable.

Site instruction is issued as the site changes

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

The *Contractor* needs to adhere to all site rules.
Each employee needs to have a medical done prior to entering the site and obtaining an access permit.
Induction training needs to be carried out and all risks identified and discussed with the employees. Proof of this need to be attached to the request for access permit.
The *Employer* has a zero tolerance on substance abuses.
Vehicles need to be roadworthy at all times otherwise access to site is denied
Strict road rules are in place and need to be adhered to at all times under normal operation.
All staff needs to wear the appropriate PPE at all times on the site.

People restrictions, hours of work, conduct and records

- No employee is to work over the allowed working hours as per the law of the country. Any contraventions will be reported to the department of labour.
- All records of hours work need to be kept for audit purposes.
- The *Service Manager* shall have access to records at any time. These records may be needed when assessing compensation events.
- All personal files need to be up to date and a copy on Site showing proof of registration to HPCSA, disciplinary actions taken, attendance registers and leave taken etc.
- Psychological Profile/Test of personnel and medicals are required prior to coming on to the site and kept valid for the duration of the contract.
- All access cards need to be returned once the contract is complete or if any individual leave the employment of the *Contractor*. A levy of One Hundred Rand per card will be deducted from the invoice if the employee does not return the card. Retain proof of returning cards, signed by both parties.
- Ensure that all staff has signed a code of practice showing the penalties for breaches. This needs to be placed on personal file. Code of conduct to be displayed on notice boards at each guard house.
- There needs to be a parade prior to the shift starting to give a general brief of events from the last shift and to sign on staff.
- All staff has to have an access card and need to scan in for duty and off duty. Under no circumstance are EMS staff allowed to use their own cards to scan in other personal.

Health and safety facilities on the Affected Property

Safety and Environmental advisors on site that can assist on safety issues.

Environmental controls, fauna & flora
Would be covered in the Environmental Management System procedures and associated documents

Cooperating with and obtaining acceptance of others
Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

Note: that the *Contractor* needs to have contact with the local emergency services in case there are problems on the site.

Records of *Contractor*'s Equipment
All equipment that is brought onto the site needs to be vetted by the *Service Manager* before using.

This needs to be in writing and signed for. A monthly audit will be conducted on this equipment.

Equipment provided by the *Employer*
The *Employer* will conduct a monthly inspection on all equipment provided to the *Contractor* for the service. Inspection sheets need to be signed off by both parties. Any defects need to be reported immediately to the *Service Manager*.

1. Site services and facilities

Provided by the *Employer*
The *Employer* will provide power, water, waste disposal, ablutions, fire extinguishers and lighting at the main buildings on the affected property. There will be no power at the outlying areas

Provided by the *Contractor*
The *Contractor* will be required to purchase the equipment as per the price list. All items at completion of the contract belong to the *Employer*.

The *Contractor* to provide:

- Computers and Printers for management staff and maintain these items.
- Cell phones for key personal workstations
- Stationary
- Kitchen equipment for tea and coffee
- Beverages for the shift (tea, coffee, sugar, food, milk, etc)
- Accommodation
- Staff transport from home to site and back after shift
- Trophies for Employee of the month, shift of the month
- Display board for the recognition at office
- Uniforms for personal including admin staff minimum of three sets.
- Magnetic signage for vehicles
- Torches, Rescue gloves, water bottle
- Personal protective equipment (hard hats, safety glasses clear vision, dust masks, earplugs, sun hats, safety boots, reflective jackets/vests (all weather jackets for rainy season)
- Specialise PPE (Bunker gear and Rescue gear) per employee
- Rope rescue equipment for employee

Control of noise, dust, water and waste
Please ensure that all waste is disposed of in the supplied bins if there are not sufficient please advise, so that additional bins can be made available
When patrols are in noisy areas, ear protection needs to be worn.
Water will be supplied but *Contractor* to distribute.
Dust could be a problem supply all staff with safety glasses (clear view) and dust masks when required.
If roads are an issue please advise the *Service Manager* for dust suppression of the roads.

Hook ups to existing works
If the *Contractor* requires using an existing tower for communications it need to be arrange with the *Service Manager.*

Tests and inspections
Description of tests and inspections
The Contractor needs to carry out the following testing
Calibration certification to be done yearly on equipment

Materials facilities and samples for tests and inspections

N/A

List of drawings

Drawings issued by the *Employer*

Not applicable