



NEC3 Term Service Contract (TSC3)

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

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

for **Scope of Work for Camden Power Station Provision
of Clean Conditions Officer Services on “As and
When Required Basis” for a Period of 48 Months**

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

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Scope of Work for Camden Power Station Provision of Clean Conditions Officer Services on “As and When Required Basis” for a Period of 48 Months

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	
	Address	Camden Power Station Piet Retief Road Nucam 2355
	Tel	
	Fax	

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

e-mail

11.2(2)	The Affected Property is	Generators
11.2(13)	The <i>service</i> is	Scope of Work for Camden Power Station Provision of Clean Conditions Officer Services on "As and When Required Basis" for a Period of 48 Months
11.2(14)	The following matters will be included in the Risk Register	Unprotected strikes
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	- Within 2 (two) working days non outage periods - During outages within 12 (twelve) hours including weekends and public holidays
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 <i>Contractor</i> submits a first plan for acceptance within	One week after receiving task order
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	4 Years
4	Testing and defects	As per section X18 and section 4.3.2
5	Payment	
50.1	The <i>assessment interval</i> is	- Service manager may when deemed necessary request Bi-weekly payment assessments or on the completion of work
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	14 or 30 days as per Eskom finance procedure
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted

		under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Unprotected strikes 2. Outage deferment
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Two (2) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]

Fax No. [•]

e-mail [•]

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

12 Data for secondary Option clauses

X1	Price adjustment for inflation																									
X1.1	The <i>base date</i> for indices is	[•].																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>85%</td><td>Labour</td><td>C3a Hourly paid</td></tr> <tr> <td>15%</td><td>Non-adjustable</td><td></td></tr> <tr> <td>100%</td><td></td><td></td></tr> <tr> <td>35%</td><td>Transport</td><td>L2</td></tr> <tr> <td>50%</td><td>P&G (H&S)</td><td>D3</td></tr> <tr> <td>15%</td><td>non-adjustable</td><td></td></tr> <tr> <td>100%</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	85%	Labour	C3a Hourly paid	15%	Non-adjustable		100%			35%	Transport	L2	50%	P&G (H&S)	D3	15%	non-adjustable		100%		
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100%																										
	The prices are fixed and firm for the first year thereafter the contract will be adjusted as per the table below at contract anniversary.																									
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 <i>service level table</i> is in	As per Annexure "B"																								
X18	Limitation of liability																									

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Two (2) months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Five (5) days of receiving the Task Order for normal outage planning 12 Hours for the emergency conditions apply
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Not part of this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	As per the task order issued
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

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

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to

comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:**Insurance
by the
Employer**

86

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

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

Z13 Nuclear Liability

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from

nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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

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

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

Z14 Asbestos

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety

Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Annexure B: Table of low service damages (X17)

Low service damage description	Value of low service damages	Limit of low service damage
Service delaying the outage critical path (delaying other contractor(s) from starting/completing their work	1.5 % Task order per day	Limited to 10 % of the task order value
Service delays not finishing as per agreed upon programme submitted to the service manager	1 % of task order per day	Limited to 10 % of the task order value
Submission of documents as per agreed upon CDSS in this service contract	0.5 % of task order per day	Limited to 10 % of the task order value
Rework due to poor workmanship	2 % of task order per day	Limited to 10 % of the task order value
Daily progress updated programme	0.5 % of task order per day	Limited to 10 % of the task order value
No Response of NCR within agreed closed out timelines	1% of task order per day	Limited to 10 % of the task order value

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

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

Responsibilities:

Qualifications:

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

NB PLEASE SEE THE ATTACHED BOQ AND SUBMIT BOTH THE PDF AND THE EXCEL SPREADSHEET AS BOTH ARE MANDATORY AT TENDER CLOSING.**

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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1 Description of the service

1.1 Executive overview

For provision of CCO at Camden Power Station for a period of 4 years as an when required basis

1	Clean condition officer Requirements and Responsibilities	
1.1	The CCO represents the Power station in all aspects of the generator clean conditions process and should have the following minimum requirements as stated OMOP 4008 and generator clean conditions requirements work instruction 240-56178527. The CCO must comply to all requirements, roles and responsibilities as listed in OMOP 4008, Generator clean conditions requirements work instruction 240-56178527 and Camden Power Station Generator Clean Conditions Requirements Work Instruction 240-147251449.	OMOP 4008 240-56178527 240-147251449
1.2	Have a technical qualification (N4 or higher in engineering) OR relevant GEC Alstom Siemens Generator experience for a minimum of 5 years	Experienced should be reference and submitted
1.3	Individuals must have completed an Eskom accredited clean conditions training program	Proof of training to be submitted
1.4	Preferably have generator related experience of at least 2 years	2 years minimum
1.5	Have shift work capability	
1.6	The CCO must report to the ILR in a clean condition capacity	
1.7	The main responsibility of the CCO is to review the daily work execution in the clean conditions area against the requirements of this standard	240-56178527
1.8	Further duties of the CCO include, but are not limited to:	
1.9	Provide the ILR with the necessary assurance that the clean conditions area control is adequately executed based on the minimum requirements of this standard	240-56178527
1.10	Approve clean conditions area permit applications. The CCO further have authority to reject or revoke permits based on valid reasons and must inform the ILR and CCC of this.	240-56178527
1.11	Compile and issue clean condition area access permits.	240-56178527
1.12	Must draw up (and update) the clean conditions organisation chart (including contact numbers) and ensure that it is displayed in the access container.	240-56178527
1.13	The authorisation of allowing a visitor into the clean condition High Risk area is the responsibility of the CCO. The authorisation of a visitor will be documented in the clean condition file.	240-56178527
1.14	Review the daily log books as maintained by CC&FME. The purpose of the log book is to record observations, suggestions and deviations that cannot be recorded in the registers.	240-56178527
1.15	Ensure that the Clean Conditions files are maintained by Turbo Gen Services and Risk & Resilience and that there is compliance with the requirements of this Work Instruction.	240-56178527
1.16	Ensure that Clean Conditions Area equipment is in a fit for use condition.	240-56178527
1.17	Ensure compliance of the approved floor plan.	240-56178527
1.18	Ensure that Clean Conditions Area inspections are conducted as per the review requirements.	240-56178527
1.19	Report Official Access Controller poor performance related issues to the ILR and CCC.	240-56178527
1.20	Report poor housekeeping and cleanliness of the Clean Conditions work area and cabins to the CCC and POAC.	240-56178527

1.21	Ensure that the fire extinguisher test certificates are valid for the duration of that outage.	240-56178527
1.22	Ensure that the generator Tool Container is audited by the Asset Controller, CCC or POAC against the tool inventory list. Further to this the CCO must ensure that the contents of the Tool Container are inspected daily and that the tools are without any defects. Defects should be recorded in a dedicated lost or damaged tool register and must indicate the corrective actions taken.	240-56178527
1.23	Ensure that the relevant Generator Clean Conditions internal inspection sheets are available.	240-56178527
1.24	Ensure that the Generator Tool Container Inventory list and the relevant Generator Spare Parts List is available	240-56178527
1.25	Responsible to perform Clean Conditions Reviews as per the review requirements of this Work Instruction and sign off the necessary PQP hold points.	240-56178527
1.26	Highlight any potential Clean Conditions risks (including mitigation measures) to the ILR for further action.	240-56178527
1.27	Ensure that work requirements that deviate from the normal work practices are approved via the concession process as detailed in this Work Instruction.	240-56178527

1.2 Employer's requirements for the service

Task orders will be issued by the service manager on an "as and when" required basis. The liability of the employer is limited to the total of the prices stated in the specific task order and not the total price stated in the service information. The employer is not obliged to issue any task order to the contractor despite the contractor being awarded the contract.

The contractor will be notified by the service manager a minimum a month in advance if he/she becomes aware of any outage dates is delayed with two months or brought forward.

Emergency task order may be given at any time by the service manager and different conditions needs to be adhered to as per 2.13 Management of work done by Task Order

Contractor to adhere to the following documentation within the service information:

- ORHVS Regulations EPC 32-846
- 36-681 Rev01 Plant safety regulations
- RLR0037 Management and control of the declared outage permit
- Driven machinery regulations 1988
- Project control requirements 240-85065548

The work covered by this contract will include:

Generator Clean condition monitoring process.

Refer to the table in the price list for the provisional planning for the upcoming outages and for costing.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BOQ	Bill of quantities
CCC	Clean condition champion
CCO	Clean condition officer

CC&FME	Clean Conditions & Foreign Material Exclusion
ILR	Internal lead reviewer
POAC	Principal Official Access Controller
PQP	Process quality plan
SAP	Systems, Applications and Programmes Software
SOW	Scope of Work

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The contractor will submit a plan to the service manager for acceptance within the period stated in the service contract.

Requirements which are to be incorporated into the contractor's plan:

- Document 240-85065548
- Level 4 programme when the task order is provided to the contractor

2.2 Management meetings

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	Discussion to take place as soon as a risk is notified	Service managers office	Contractor, Service manager, co-ordinator and contracts supervisor
Overall contract progress and feedback	Weekly basis during outages Thursday 14:00-15:00	Service managers office	Service manager, Contractor, co-ordinator and contracts supervisor
Daily outage progress	Daily during outages 10:30	Outage boardroom	Outage execution manager, planner, service manager, co-ordinator and contract supervisor
Daily safety toolbox talks	Daily before work starts on site with signed attendance registers by Contractors employees and signed off minutes by the contractors site manager	Contractor yard	Contractor and his/her employees
Contractor weekly safety meeting	Wednesday during outages 11:00- 12:00	Outage boardroom	Safety officers, Supervisors, outage planners and co-ordinator
Plant safety walk down	Tuesdays 9:00 – 10:00 during outage	Outside safety office	Safety officers, Supervisors, outage planners and co-ordinator

If the contractor can't attend any meeting his/her feedback should be formally communicated through to the Service manager.

The contractor will provide a detailed feedback report on a daily basis during Outages providing accurate feedback on the status of service carried out by the contractor. This report should indicate accurate progress of service and if any constraints are experienced, the contractor to communicate with the service manager and mitigate the risks with action plans.

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

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

2.3 Contractor's management, supervision and key people

The contractor to provide a key list of personnel who will carry out the work on site with their qualifications attached. A company organogram will be needed by the service manager to communicate accordingly to comply with the NEC3 Term services contract communication structures. Contractor to refer to Camden power station contractor SHE Requirements.

2.4 Provision of bonds and guarantees

Not applicable

2.5 Documentation control

Documentation requirements covers the life cycle of the project from the initial engineering stages through to installation and commissioning including operating, maintenance and the training stages of the project. Not only must these documents be comprehensible and complete but comply with strict document control and revision procedures.

The contractor is responsible to plan the supply of the documentation during the various project states and provide the documentation in accordance with the contractor document submission schedule (CDSS). A document is thus any written or pictorial information describing, defining, specifying or certifying activities, requirements, procedures or results.

All the drawings issued by the employer for this contract is copyright protected and are not to be copied by the contractor.

It is the responsibility of the contractor to update any drawings that may have changed due to modifications on the plant. These drawings should be submitted and registered correctly by the contractor to the drawing office at Camden Power Station.

The contractor submits all documentation on a formal transmittal form to the service manager.

All manuals, documents, drawings and engineering documentation shall be presented in British English in both software and hardware.

All communications will be filed and kept on site at all times as it is crucial to have the correct communication structure. These communication documents should at all times adhere to the NEC 3 Term service contract communication requirements.

Contract document submission schedule (CDSS)

Document name/Description	Date/Time documents to be submitted
A programme in Primavera format as referred to document 240-85065548	one week after receipt of task order

Baseline risk assessment	A month before start of work
QCP's	A month before start of the work
Contractor's safety file	Two weeks before the start of work
Inspection report	24 hours after stripping activity
Daily progress report	After every shift
Technical report and data pack	Within 14 days of completion of the service

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

Within one week of receiving a payment certificate from the service manager in terms of core clause 51.1, the contractor provides the employer with a tax invoice showing the amount due for payment equal to that stated in the service manager's payment certificate.

The contractor shall address the tax invoice to:

Eskom Holdings SOC Ltd
 Reg. No. 2002/015527/30
 Account payable
 Email to: invoiceseskomlocal@eskom.co.za

The contractor keeps records of all invoices submitted and paid up to the end of the project, as well as details of actual costs.

All invoices are hand delivered to the Camden Finance Department (Account payables) and include on each invoice the following:

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

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

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

2.6.1 Service related invoices

- a) Once the service have 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 then 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.

2.6.2 Retention invoices

- a) The requirements are the same as good delivered and service related invoices.
- b) Where retention is applicable on the contract, the Eskom SAP system will automatically create the retention, and the amount deducted from the invoiced amount.
- c) Invoices related to retentions released require a defect or completion certificate and a retention release certificate from the service manager and must be attached to the original invoice. The original invoice for the retention to be released must be accompanied by the approved and signed completion/defect certificate and retention release certificate and forwarded by the service manager to the documentation centre to effect payment.

2.6.3 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 handwritten on the invoice).
- b) Eskom purchase order number must appear on invoice.
- c) Invoices must be VAT compliant in line with 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

Note:

1. Invoices must be delivered to the Eskom documentation centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for service manager to sign invoices as they perform goods receipt in the system. The assessment certificate and goods receipt serves as the approval of payment.
2. Eskom documentation centre will review invoices according to a checklist and on completion scan the documentation into account 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).
3. Invoices are processed and released for payment by accounts payable section only where the source documentation is 100% correct)

2.7 Contract change management

Any change of the Contractor's company ownership should be communicated through the service manager. Failing to do this may lead to contract termination with legal consequences.

The correct process and procedures will be communicated through to the contractor by the service manager.

If the employer's service manager change the contractor will be notified by the employer as soon as possible to ensure the contractor follow the correct communication channels.

2.8 Records of Defined Cost to be kept by the Contractor

In order to substantiate the defined cost the defined cost of compensation events, the employer may require the contractor to keep records of amounts paid by him for people employed by the contractor, plant materials, work subcontracted by the contractor and equipment.

The contractor's site manager will complete the site daily log and this will be submitted to the service manager for his signature before 12 am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not limited to the following:

- Date and day,
- Site conditions,
- Work done,
- People who are employed by the contractor
- Work sub-contracted by the contractor
- Any incidents during the period

Any communication and documentation during this service agreement to be filed in the contract file. This file is always in the possession of the service manager at all times.

2.9 Insurance provided by the *Employer*

As stated in contract data and as per annexure A within the service agreement.

2.10 Training workshops and technology transfer

The service manager may request a detailed workshop or bar charts which fit into the logic and time span of accepted programme and reflects the required manufacturing completion dates.

The contractor should create a programme for training on the plant for the employer's nominated employees if required from the service manager.

This training should be relevant for the employer's employees to perform front line fault finding or maintenance.

2.11 Design and supply of Equipment

Not applicable

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

2.12.1 Equipment

The contractor is to hand over a serviceable plant to the employer by the end of this contract.

2.12.2 Information and other things

The contractor has the right to use equipment, plant and materials as stated in this service information provided by the employer to provide the service.

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 stated in the service information.

2.13 Management of work done by Task Order

A task is work within the service which the service manager may instruct the contractor to carry out within a stated period of time.

A signed task order is the service manager's instruction to carry out a task.

A 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.

Task completion date is the date for completion stated in the task order unless later changed in accordance with this contract.

A task order includes:

- A detail description of the work in the task
- A price list 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

The service manager consults the contractor about the contents of a task order before he issues it.

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.

No task order is issued after the end of the service period and/or if the contracted amount is exhausted.

Work will not commence on site without the contractor receiving a signed detailed task order that has been approved upon by the service manager and the contractor.

It is the contractors responsibility to provide the service manager a detailed task order programme for acceptance within the period stated in the contract data.

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 contractor acknowledge 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

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

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 2003 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 data includes a sufficient amount for proper compliance with the construction regulations, all applicable health & safety laws and regulations and health & safety rules, guidelines and procedures provided for 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 and 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 contractors direction and control, likewise observe and comply with the foregoing.

The contractor shall comply with:

- a) The occupational health and safety act 1993, and all regulations made there under.
- b) All employer safety and operating procedures, which are attached hereto.

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

The contractor undertakes not to do, or not allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and operating procedures.

The contractor shall appoint a person who will liaise with the Employer safety officer responsible for the premises relevant to this contract. The person so appointed shall on request.

- a) Supply the employer safety officer with copies of minutes of all health and safety committee meetings, whenever he is required to do so.
- b) Supply the employer safety officer with copies of all appointments in respect of employees employed on this contract, in terms of the act and shall advise the employer safety officer of any changes thereto.

Employer may, at any stage during this agreement be entitled to:

- a) Refuse any employees, sub-contractor or agent of the contract access to its premises if such person has been found to commit any unlawful act or any unsafe working practices or is found to be not authorised or qualified in terms of the Act.
- b) Issues the contractor with work stoppage order or a compliance order should the employer become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and procedures by the contractor or any of its employees, sub-contractor or agents. Stoppage of this nature will not constitute a compensation event.
- c)

3.2 Environmental constraints and management

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

All service providers appointed to render a services within Eskom Camden power station are required to comply with the station's Environmental management system requirements.

Note: Before commencing with any work, the service providers are required to visit the stations environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the contract shall comply with during the works. The service provider together with Eskom's environmental practitioner shall sign in the Environmental agreement register to indicate that the agreement is reached.

The service provider shall then commence with works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. The requirements shall be clearly stipulated in the NEC contract between Eskom Camden power station and any service provider.

3.3 Quality assurance requirements

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

The contractor shall comply with all employer's requirements as set out in QM-58 (Supplier contract quality specification).

The contractor notifies the service manager of any changes to the quality system and obtains agreement prior to implementation on existing orders and contracts.

The supplier contract quality requirements specification (QM58) shall remain applicable in the event of the contract being extended or modified for reason permitted.

By signature and acceptance of this contract the contractor acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier contract quality requirements specification (QM58).

3.3.1 Contract quality management plan requirement

The contractor prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the contractor quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the contractor and the service manager in respect of quality and the integration of such with the prescribed contract communication channels.
- Indicates how specific subcontractor will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the contractor's management representative and personal responsible for the control of quality activities and their relationship to the contractor's management structure
- Identifies the documents which are to be submitted to the service manager
- Indicates the contractor's quality monitoring programme

The contractor periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the service manager but will not be greater than one year.

3.3.2 Quality control plan

The contractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the service.

The quality control plan indicates the following as appropriate:

- The identification of the item.

- A list of sequence of operations including inspections and tests.
- The inspections and tests the contractor has nominated for hold and witness points.
- Provision for inspections and tests nominated by the service manager.
- Provision for inspection status indication.
- Inspection and tests records which are generated by the contractor.
- Personnel qualifications from approved training and accredited institute.
- Competence of the personnel
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58

The quality control plans are reviewed by the service manager to allow for insertion of specific requirements, including hold and witness points, prior to commencement of work. The contractor does not commence work until the service manager accepts.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

It is the contractor's sole responsibility to ensure all its employees have permits to perform work in the Republic of South Africa.

4.1.2 BBBEE and preferencing scheme

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

Where a change in the contractor's legal status, ownership or any 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.

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

Where, as a result, the contractor's B-BBEE status has decreased since the starting date the employer may either re-negotiate this contract or alternatively, terminate the contractor's obligation to provide the service.

Failure by the contractor to notify the employer of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses.

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

N/A

4.2 Subcontracting

4.2.1 Preferred subcontractors

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

4.2.3 Limitations on subcontracting

N/A

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials**4.3.1 Specifications**

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts.

4.3.2 Correction of defects

The service manager arranges for the employer to allow the contractor access if it is needed for correcting a defect.

The contractor needs to correct a defect within one day or when the first available opportunity arises.

4.3.3 *Contractor's* procurement of Plant and Materials

The contractor will do all procurement of materials according to own procurement processes

4.3.4 Tests and inspections before delivery

N/A

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

Other facilities provided by the employer can be seen in section 5.8 of this contract

5 Working on the Affected Property

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

- The contractor applies for temporary access permits (contractor's permit) at the security gate, prior to the possession date.
- The contractor personnel are required to be in possession of a contractor's permit at all times.
- All contractors personnel are issued with a temporary access permit which contains the following.
 - Name
 - ID number
 - Company
 - Validity date
- All contractor's permits are submitted to Protective service when the workers leave site after completion of the work.
- In order to assist Protective service with issuing of permits and the identification of personnel on site, the contractor supplies a list of all personnel that he/she intends using on site, at least 24 hours prior to entry of the security area.
- The contractor's visitors and all personnel conform at all times to the security arrangements in force at the site.
- Visitor's are not allowed on site if the necessary forms are not in the possession of security staff.
- The chief of Protective services may, with valid causes, remove any of the contractor's personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective services, constitutes a security risk.
- No unauthorised vehicles are allowed on site.
- Contractor's vehicle applications are directed to the employers representative.
- The contractor is restricted to the working areas associated with his place of work.
- The contractor is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- No recruiting of casual labour is done on Eskom premises, including the area outside the power station security gate

5.2 People restrictions, hours of work, conduct and records

The contractor provides the necessary resources to carry out the service as stated in the service information.

The contractor provides everything to carry out the service information of this contract unless where otherwise stated in this service agreement. Everything that should be provide by the employer is stated in this service agreement, anything not stated in the service agreement should be provided by the contractor to execute the work as stated in the service information.

It is very important that the Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the Service Manager shall have access to them at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

Any emergency equipment or fire suppression system to be utilised by the contractor when an emergency arise.

Please refer to SHE Requirements for contractors

5.4 Environmental controls, fauna & flora

General environmental requirements referred to section 3 above, Camden Power station ISO14001.

5.5 Cooperating with and obtaining acceptance of Others

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

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

5.6 Records of Contractor's Equipment

The contractor will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the service manager at any given time when he/she deems necessary.

All equipment and tools signed in by the contractor should strictly adhere to the gate access rules and procedures.

The contractor will keep records of all hired equipment to execute the service information.

5.7 Equipment provided by the Employer

It is the responsibility of the contractor to provide his/her equipment list to the service manager with all calibration certificates etc.

The employer provides equipment as stated in the service information, anything not stated in the service information the contractor have to provide and already accounted for in the price list.

5.8 Site services and facilities

5.8.1 Provided by the Employer

The employer will provide in the way of water and waste disposal on the affected property. Power will be provided by the employer the contractor needs to ensure his own cablings, connections, DB boards and CoC certificates of installations and connections.

Refuse disposal

The employer provides special colour coded bins for refusal disposal. These bins are emptied by the employer free of charge.

The contractors ensures that all workers under his/her control strictly adhere to the correct use of refuse bins as stated in the plant.

Supply of electricity

- Employer will make available to the contractor 220/230 volt electrical supply free of charge from the closest existing point of supply
- The contractor is to provision for the necessary extensions and plugs points.
- All electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the contractor
- The contractor will adhere to the electrical installation regulations of 1992

Medical facilities

- The contractor provides a first aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's medical centre and facilities are available.
- Outside the employer's office hours, the employer's first aid services are only available for serious injuries and life-threatening situations.
- The employer is entitled, however, to recover the costs incurred, in the use of the above employer's facilities, from the contractor.

Toilet facilities

The employer provides the contractor access to toilet facilities in the plant only.

(On the contractor's yard the contractor will remain responsible to provide toilets for his employees.)

Temporary chemical toilets are provided by the contractor where deemed necessary.

5.8.2 Provided by the *Contractor*

- The contractor shall provide for his own use adequate size offices.
- A cleaning service must be provided.
- Domestic rubbish will be removed free of charge
- The contractor shall dismantle and clear off site all such and clear off site such infrastructure at the discretion of the Service Manager on completion of the contract.
- No such dismantling and clearance work shall be carried out without prior approval by the Service Manager.
- Any electrical equipment or appliances used by the Contractor shall conform to the applicable South African Safety standards and Camden standards PSR010 and shall be maintained in safe and proper working condition.
- The Employer shall have the right to stop the Contractors use of any electrical equipment or appliance, which in the Employers opinion does not conform to the foregoing.

Site Location

- The boundary of the site is within the Power Station boundary fences.
- The contractor is to mark the boundaries site clearly.
- The Contractor is to ensure that all his material and equipment is always within the boundaries of his site.
- A site for the Contractor will be provided if needed. (The exact position will be determined on site).
- The Contractor will ensure further treatment of the yard area to always keep all neat and tidy.
- The Contractor shall also include for such items as security, watch and access arrangements to his yard area.
- The Contractor shall not occupy any site area other than that located to him or her.
- On completion of the service on site, all areas allocated to the Contractor shall be re-instated to their former condition to the satisfaction of Employer.
- Contractors site requirements
- The Contractors supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete performance of the service.
- Including the following
- The Contractors yard should adhere to sound housekeeping, failing with this the Employer may use another Contractor to clean up the Contractors yard. These costs will be carried by the Contractor
- Any damage to installed lighting is repaired at the Contractors expense.
- The reticulation of electricity, water and any other services required by the Contractor from a supplied central distribution point.
- Hazardous substances to be contained as per Eskom requirements.
- Transportation on and off site.
- Telephone connections may be available, and the Contractors applies via the Service Manager for a connection. Connection fees and calls are for the contractor's account.
- Compressed air and gases
- Maintenance of lay-down and storage areas
- Electric panels and distribution wiring for erection and within Contractor's yard.
- Security of contractor's yard.
- Temporary lighting to ensure safe working conditions.

- **Accommodation**
- The provision of accommodation for Contractor's personnel is the responsibility of the Contractor.
- The Contractor or any of his employees or subcontractors is not allowed to use the Employer's dining facilities. The shop next to the canteen building may be utilized by the contractor

5.9 Control of noise, dust, water and waste

All waste introduced to and/or produced on Employers Premises by the Contractor for this order, must be handled in accordance with the minimum requirements for the Handling and Disposal of hazardous waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry 1994 Ref: BNO621-16296-5. (A copy of this document is available at the Power Station for reference purpose).

Provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area.

No hazardous waste may be stored for a period of more than 90 days on the Camden Power Stations premises.

Ensure that all hazardous waste is disposed of at a licensed class H disposable site. A copy of the hazardous waste disposal certificate must be submitted to the service manager.

Ensure that the Contractors site does comply with the general good housekeeping practices. Redundant material will be removed to allocated sites. No scrap shall be stored in contractor's yard. Scrap is to be cleared from site daily.

5.10 Hook ups to existing works

Any work performed at heights, must adhere to the correct safety standards, procedures and specifications stated in the health and safety risk management of Camden Power Station. Refer to RSR0001 Heading 5.7

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The Contractor gives at least 48 hours in advance notification to the supervisor or the Authority for inspection/test and hold or witness points, which require their attendance. The Contractor confirms readiness for inspection at least 24 hours prior to the test.

The Contractor ensures that all work has been fully inspected, accepted and documented prior to requesting any inspection by the supervisor

The Contractor and the Employer provide materials, facilities and samples for tests and inspections stated in the service information.

5.11.2 Materials facilities and samples for tests and inspections

The Contractor shall ensure that surfaces to be protected are inspected in order to evaluate extent of surface preparations for which he will be responsible. All inspection arrangement with Camden Power Station Engineering Departments will be made 24 hours in advance.

1. Communication

The contractor shall address all communications (after contract award) including telefacsimiles to :

Project Manager
Camden Power Station
Private Bag x1002
NUCAM
2355

Att :
Tel :
Cell:
Fax
E-mail :

All communications from the contractor shall the Enquiry Number or Contract Number after contract Award, as well as the Title of the Works. All communication by the Contractors shall go through the buyer.

They shall be headed with the subject of the communications and be numbered sequentially on the basis of the subject of the communication.

No recruiting is allowed on Eskom property. (Eskom property includes the area outside the main security gate)

C4 : SITE INFORMATION

PART 4 : SITE INFORMATION

General description

The Camden Power Station is located approximately 17 kilometres from Ermelo CBD on the N2 to Piet Retief. It is situated in a summer rainfall area with an average annual precipitation of about 750- mm falling almost entirely during the months of October to April. The average rainfall per month generally exceeds 40mm during this period, although drought periods do occur which can last for 20 days or longer. Drought periods occur most frequently during the months of October/November and March/April. January is statistically the highest rainfall month with an average monthly rainfall of about 7 mm

Approximately 85% of the annual rainfall occurs in the summer months and heavy falls of 125 to 150mm occasionally occur in a single day. The annual average number of thunderstorms is about 75. These storms are often violent with severe lighting and strong (but short lived) gusty winds and are sometimes accompanied by hail. This region has among the highest hail frequencies in south Africa; about 4 to 7 occurrences (depending mainly on altitude) may be expected annually

6 List of drawings

6.1 Drawings issued by the Employer

This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title