



NEC3 Term Service Contract (TSC3)

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

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

for [•]

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Title of the Contract

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

(Eskom Holdings SOC Ltd ¹⁵, 15 Pasita Street
Rosenpark 7530)

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

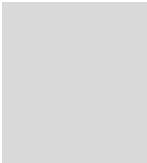

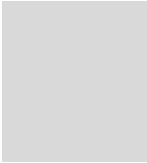
C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]

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

	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[Francois Du Toit]
	Address	[•]
	Tel	[021 5736167]
	Fax	[•]
	e-mail	[Dtoitfg@eskom.co.za]
11.2(2)	The Affected Property is	[•]
11.2(13)	The <i>service</i> is	[Emptying of Conservancy Tanks for Five years at Van Der Kloof, Gariep, Palmiet Power Stations]
11.2(14)	The following matters will be included in the Risk Register	[None]
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	<ul style="list-style-type: none"> Immediately for health and safety related matters One (1) week Task Orders: One (1) Day
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[2] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	[August 2026]
30.1	The <i>service period</i> is	[5 years]
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 th and 27 th day of each successive month or after completion of Task Order.
51.1	The <i>currency of this contract</i> is the	South African Rand

51.2	The period within which payments are made is	30 days on receipt of valid tax invoice
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in <i>italics</i> 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 <i>italics</i> 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. Risks for activities will be dealt with task specific procedures.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in <i>italics</i> used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the	

	final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[Cape Town] 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 <i>base date</i> for indices is	Month before the month in which the enquiry closed.	
	The proportions used to calculate the Price Adjustment Factor are:	pro port ion	linked to index for Index prepared by
		0.85	[CPI]
		[0.1	[SEIFSA]
			non-adjustable

		5]
		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 <i>service level table</i> is in	[•]
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
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 <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z12 Insurance

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

Insurance cover 83

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

certificate.

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

Insurance 86
by the
Employer

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 Intellectual Property – Eskom owning Intellectual Property

“Intellectual Property” means (a) patents, trade marks, service marks, rights in designs, trade names, trade secrets, know how, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

“Background Intellectual Property” means any and all Intellectual Property rights that are not Foreground Intellectual Property, and are owned or controlled by the relevant party or licensed to the relevant party prior to or outside of the [works / services / goods] but required for the purposes of the [works / services / goods].

“Foreground Intellectual Property” means all Intellectual Property rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the execution of the [works / services / goods] and rights which are developed substantially as a result of the [works / services / goods]. Any [works / services / goods] that will be developed, changed, modified and/or improved specifically for the Purposes will be Foreground Intellectual Property. Any data or any other information relating to [Employer/Client/Purchaser]’s proprietary information generated from the use of the [Contractor / Consultant / Supplier]’s Background Intellectual Property.

Z13.1 The [Contractor / Consultant / Supplier] retains ownership of all Background Intellectual Property rights made by or on behalf of the [Contractor / Consultant / Supplier] as part of the [works / services / goods] in information or material it uses in carrying out the [works / services / goods].

Z13.2 All Foreground Intellectual Property rights, contained in any developed materials which are created by the [Contractor / Consultant / Supplier] or on behalf of the [Contractor / Consultant / Supplier], for the purposes of and in support of the execution of the [works / services / goods] ([Employer/Client/Purchaser]’s IP) vest with the [Employer/Client/Purchaser].

Z13.3 Any data or any other information relating to [Employer/Client/Purchaser]’s proprietary information generated from the use of the [Contractor / Consultant / Supplier]’s Background

Intellectual Property, the copyright therein shall be owned by the [Employer/Client/Purchaser].

- Z13.4** The [Contractor / Consultant / Supplier] acknowledges that all rights, title, and interest in and to the Foreground Intellectual Property that may result or originate from or be developed in execution of the [works / services / goods] vests in the [Employer/Client/Purchaser] and that the [Contractor / Consultant / Supplier] has no claim of any nature in and to the Foreground Intellectual Property.
- Z13.5** The [Contractor / Consultant / Supplier] ensures that a copyright notice is incorporated or embossed or labelled on the Foreground Intellectual Property, where the [Employer/Client/Purchaser] is reflected as the owner of the Foreground Intellectual Property.
- Z13.6** The [Contractor / Consultant / Supplier] is obliged to provide Foreground Intellectual Property manufacturing documents, designs, processes and/or specifications to the [Employer/Client/Purchaser] before/on the [completion date / defect state].
- Z13.7** The [Contractor / Consultant / Supplier] procures that each Sub-[Contractor / Consultant / Supplier] executes all and any [works / services / goods], and takes all and any other actions as may be required, in order to give effect to this Agreement.
- Z13.8** The [Employer/Client/Purchaser] retains all Background Intellectual Property rights in all documents made by or on behalf of the [Employer/Client/Purchaser] including all documents and requirements provided prior to or during the execution of the [works / services / goods]. The [Contractor / Consultant / Supplier] does not, without the written consent, of the [Employer/Client/Purchaser], copy, use or issue to a third party any of the [Employer/Client/Purchaser]'s Background Intellectual Property documents and requirements except for the purposes of executing the [works / services / goods].
- Z13.9** Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the [Employer/Client/Purchaser]'s Background Intellectual Property and IP documents and requirements at all, in respect of the [Employer/Client/Purchaser], or the Background Intellectual Property, in respect of the [Contractor / Consultant / Supplier].
- Z13.10 Third Party Claims:**
- Z13.10.1** In the event of any claims being made or actions brought against the [Employer/Client/Purchaser], on the ground that the [Contractor / Consultant / Supplier] infringed any patent, trade mark or copyright, the [Contractor / Consultant / Supplier] is notified thereof and at its own expense, conducts all negotiations in consultation with the [Employer/Client/Purchaser] for the settlement of the claim and litigation that may arise from such alleged infringement, provided that the [Employer/Client/Purchaser] will not bear any financial burden or losses.
- Z13.10.2** Save where the [Contractor / Consultant / Supplier] fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the [Employer/Client/Purchaser] does not make any admission which might be prejudicial to the [Contractor / Consultant / Supplier]'s position. The [Employer/Client/Purchaser], at the request and the cost of the [Contractor / Consultant / Supplier] affords it all reasonable technical assistance that the [Employer/Client/Purchaser] is able to provide for the purpose of contesting any such claim or action.
- Z13.10.3** Should it be held in any such action that any such protected rights have been infringed, as definitely stated by a judgment of the court before which the action is brought, the [Contractor / Consultant / Supplier], at its own expense and in consultation with the [Employer/Client/Purchaser], either:
- procures for [Employer/Client/Purchaser] the right to continue to use the affected item or design, or
 - replaces the said affected item or design with a non-infringing item, or
 - provides a design of equivalent quality or modify such affected item or design so as

to make it non-infringing without affecting the quality.

- Z13.10.4** Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of [Contractor / Consultant / Supplier] with respect to claims relating to infringement.
- Z13.10.5** Where it is alleged that the [Employer/Client/Purchaser] has committed an infringement as intended vis-à-vis the [Contractor / Consultant / Supplier] as set out in the third party intellectual property infringement clause, the [Employer/Client/Purchaser] has the same rights and obligations as the [Contractor / Consultant / Supplier], mutatis mutandis, as regards such alleged infringement.
- Z13.10.6** The [Contractor / Consultant / Supplier] herewith indemnifies the [Employer/Client/Purchaser] and undertakes to keep the [Employer/Client/Purchaser] indemnified against all claims of whatsoever nature, real or imagined, which may be made against the [Employer/Client/Purchaser] arising from the infringement of any third party intellectual property rights.

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.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

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

Responsibilities:

Qualifications:

Experience:

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

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

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

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
	Gariiep Powerstation				
1	34 kL Conservancy tank Collection, removal and disposal of sewage waste	EA	120		
2	1000 L Conservancy tank Collection, removal and disposal of sewage waste	EA	120		
3	Disposal certificates	EA	420		
4	Safety file compilation	Ea	1		
5	Safety File update	EA	4		
6	Supply of mobile Ablution units	EA	30		
7	Adhoc emptying of Tanks 34 kL Conservancy tank	EA	60		
8	Adhoc emptying of Tanks 1000 L Conservancy tank	EA	60		
9	Clasification of sewerage waste	EA	1		
	Van Der Kloof Powerstation				
10	Machine Hall sewage tank: 5 900L Collection, removal and disposal of sewage waste	PA	120		
11	Top tank located at the entrance of the Machine Hall tunnel: 18 kL Collection, removal and disposal of sewage waste	PA	120		
12	Transformer yard tank: 30 kL Collection, removal and disposal of sewage waste	PA	120		
13	Disposal certificates	EA	540		
14	Safety file compilation (SHE compliance and reporting)	EA	1		
15	Safety File update	EA	4		
16	Supply of mobile Ablution units	EA	30		
17	Adhoc emptying of Tanks Machine Hall sewage tank: 5 900L	EA	60		
18	Adhoc emptying of Tanks Top tank located at the entrance of the Machine Hall tunnel: 18 kL	EA	60		
19	Adhoc emptying of Tanks Transformer yard	EA	60		

	tank: 30 kL				
20	Clasification of sewerage waste	EA	3		
	Palmiet Powerstation				
21	14 kL Rectangular Conservancy tank Location: Parking close to the security building Collection, removal and disposal of sewage waste	EA	480		
22	1 400L Sewage holding tank. Collection, removal and disposal of sewage waste	EA	480		
23	Disposal certificates	EA	1080		
24	Safety file compilation	EA	1		
25	Safety file update	EA	4		
26	Supply of mobile Ablution units	EA	30		
27	Adhoc emptying of Tanks 14kL	EA	60		
28	Adhoc emptying of 1 400L Sewage holding tank	EA	60		
29	Clasification of sewerage waste	EA	2		

The total of the Prices

Document reference

No of
pagesTotal number of pages

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Description of the service

Executive overview

Eskom Peaking is seeking a qualified and experienced service provider to carry out the periodic emptying and disposal of sewage/wastewater from the conservancy tank located at Gariep, Vanderkloof and Palmiet Power Station. The service must comply with all applicable health, safety, and environmental regulations.

Gariep Power Station

All sewage generated at the station is directed to Sewage Plants A and B, where solids are separated from the effluent. The effluent is then pumped to the conservancy tank located just outside the station at the Department of Water Affairs, from where it is collected by trucks for disposal. There is also a 1 kL conservancy tank located at the Security Building at the station entrance. The tank collects and stores all wastewater generated from the Security Building.

Tank description

- Type of tank: Conservancy tank
- Capacity: 34 000L
- Access: 6m wide tunnel with height restrictions of 5.4m
- Security building conservancy tank: 1000 L
- Number of station personnel during normal and outage condition is 35 and 130 respectively.

Vanderkloof Power Station

Sewage from the Machine Hall ablutions is collected in the Machine Hall tank and pumped to the top tank at the entrance of the Machine Hall tunnel, where it is collected by the trucks. Sewage from the basement and ground floor of the surface building collects in the sewage tank located close to the transformer yard where it is also collected by trucks.

Tank description

- Machine Hall sewage tank: 5 900L
- Top tank located at the entrance of the Machine Hall tunnel: 18 000L
- Transformer yard tank: 30 000L
- Access: There are no restrictions observed but the tenderer will do their assessment and advise accordingly the most suitable vehicle size for collection.
- Number of station personnel during normal and outage condition is 20 and 150 respectively.

Palmiet Power Station

- Sewage waste is removed by honey sucker trucks from the main conservancy tanks, which is located inside a station on a parking bay close to the security building. The collection point is a ground-level manhole with no access restrictions to trucks.

Main Tank

- Type of tank: Rectangular Conservancy tank
- Location: Parking close to the security building
- Capacity: 14 000 L
- Access: No truck restriction for collection

Control room sewage tank

- Type of tank: Sewage holding tank
- Location: Control room area
- Capacity: 1 400L
- Access: Control room area (the exact interface points to be confirmed during site visit)
- The Number of station personnel during normal and outage condition is 100 and 300 respectively.

Employer's requirements for the service

Technical requirements

The service provider must supply a honey sucker for the emptying and disposal of sewage/wastewater from the conservancy tanks for the power stations.

Contractor to provide recommendations on suitable tanker sizes, the length of suction piping, pumping head, and fittings/connections required to pump out the waste.

All pumping and suction equipment used by the contractor must be capable of handling both liquid effluent and sludge/solid waste typically found in conservancy tanks and sewage tanks.

Contractor will be required to monitor and communicate on the fullness level of the conservancy tank. However, the request for removal of station sewage shall only be done upon communication by the Utilities Section and / or Site Supervisor. The maximum response time allowed for emergency call-outs is 8 hours.

Frequency of service for removal will vary depending on operating conditions.

Contractor to provide Eskom with service report detailing the time and date of service performed including replaced components with their specifications and warranties, volume of waste removed, registration of vehicle used for waste collection, name of operator, disposal facility and receipt, compliance documentation for the waste transportation and disposal certificates. In addition, a tanker calibration certificate indicating the quantity of wastewater removed from site must be provided for quantity verification and invoicing purposes.

Contractor must have completed three (3) similar scopes of work in the last ten (10) years.

The contractor must own or have guaranteed access to all necessary plant and equipment required to perform the services safely and efficiently. This includes vacuum tankers (honey suckers), industrial pumps suitable for long-distance pumping, hoses, fittings, and any other tools needed for the scope of work. If the contractor does not own the required plant, they must provide a valid letter of Intent from the equipment owner confirming that the equipment will be available for the full duration of the contract.

The contractor must have and maintain a Roadworthy Certificates for transportation (vehicles, trailers, tankers, etc.)

The contractor is also expected to submit the waste management license from municipal site, safe disposal certificate for each load and waste manifest register. A disposal certificate must be submitted for each tank emptied at the station. For example, if a station has three tanks, three separate disposal certificates must be provided, one for each tank emptied.

Contractor holds liability for unauthorized disposal.

Contractor is to prevent any spills or water pollution and report any sewage spills to the Plant Manager, Station supervisor or SHE Representatives / Environmental officer.

Contractor to ensure workers receive Hepatitis A injections to prevent any related sicknesses associated with sewage / wastewater and provide proof of vaccinations.

Sewage removal, disposal, and cleaning of mobile ablution facilities shall be carried out during Eskom normal business hours, unless otherwise instructed in writing. Normal working hours are Monday to Thursday, 07:00 to 16:15
Fridays, 07:00 to 12:00

Ablution facilities - In addition to the emptying of the conservancy tanks the contractor must also perform the following tasks:

- a) Supply and rent mobile ablution facility as and when required with a mobilization period of 24 hours.
- b) The mobile units must be provided for males, females and disabled people. Refer to the BOQ for the required number of ablution units at each station.
- c) Ablution facility to have running water with basins, taps, flushable toilets with toilet roll holders, toilet brushes and rubbish bins.
- d) Potable water can be obtained from the station by tapping into the existing Potable Water System.
- e) Ablution facility to have some type of Header / Storage tank to store potable water if the specific design / model requires so for the operation and functioning of the urinals, toilets, taps etc.
- f) Ablution facility to have some type of storage tank for the safe storage of effluent / sewage waste
- g) Refillable Liquid soap dispensers fitted liquid soap will be replenished and filled by Eskom PS.
- h) Refillable Hand Sanitizer dispensers fitted sanitizer will be replenished and filled by Eskom PS
- i) Removal, disposal and emptying of accumulated waste to be performed on a basis agreed by Eskom and the supplier and on a notification basis, with the notification warning being 12 hours.
- j) These frequencies of cleaning and emptying may vary, depending on whether there are outages or projects at the power station when there are additional personnel.

Contractor to submit detailed method statements covering suction and pumping operations, sludge agitation, waste handling, and equipment usage. A traffic management plan for honey sucker truck access, as well as defined procedures for cleaning the toilet facilities.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
HSE	Health, Safety and Environment
NEC	New Engineering Contract
NEMA	National Environmental Management Act
OHSA	Occupational Health and Safety Act
O&M	Operation and Maintenance
Rev	Revision
SANS	South African National Standards
SHEQ	Safety Health Environmental and Quality
QCP	Quality Control Plan
PM	Project Management

Management strategy and start up.

The *Contractor's* plan for the service

The *Contractor* is to submit a bar chart program detailing how he is to execute the works within the stipulated dates. The program must indicate the start and completion dates and the duration of activities. Take full cognizance of the *Contractors* risk and obligations in terms of the contract. The program will be subject to acceptance by the *Service Manager*.

A financial cash flow projection shall be attached to the plan indicating the intended invoicing dates and amounts as for the entire contract period.

The availability of materials intended for use, including the approval timeframe thereof, shall also be indicated on the plan.

If the program has to be revised because the *Contractor* is falling behind, the *Contractor* shall submit a revised program showing how he intends to meet the completion date. Any proposal by the *Contractor* to increase the tempo of work must incorporate positive steps to increase production either by the provision of more labour and plant on the site at *Contractor's* cost or by using the available labour and plant in a more efficient manner.

The *Contractor* must submit with his tender, day work rates for all personnel, materials and equipment to be used in execution of the service.

Management meetings

Meetings shall be held to mutually promote and to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

During execution the *Contractor* holds a toolbox talk each morning before commencing with the *services* to discuss the work and ensure that everyone understands what is required of them.

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

Meetings	Approximate time & interval	Location	Attendance by:
Kick-off	Once-off	MS Teams	Employer, Contractor, Service Manager and Employer's personnel (Safety, Technical, Quality, Environmental, SDL&I representatives etc)
Progress	Adhoc	MS Teams/On site	Employer, Contractor, Service Manager and Employer's personnel (Safety, Technical, Quality, Environmental representatives etc)
Risk Reduction	Adhoc	MS Teams/On site	Employer, Contractor, Service Manager and Employer's personnel (Safety, Technical, Quality, Environmental, representatives etc)

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

The *Contractor* provides sufficient staffing to meet the needs of the service.

Where applicable, the qualifications of the *Contractor's* personnel to be in line with the National Qualifications Framework. Qualifications of all staff must be agreed with the *Service Manager* before the starting date of a task order.

The *Contractor* provides a detailed service organogram of the Company's Branch, indicating specifically Operating officers, Communication/ liaison personnel and technical staff intended for this contract.

Changes in the service organogram must be communicated to the *Service Manager* immediately of it coming into effect.

The Organogram includes contact details and emergency response (24-hour) information.

Documentation control

The *Contractor* keeps record of all documentation related to this contract.

All documentation is provided to the *Employer* in an electronic media format using Microsoft Office, unless otherwise stated.

Each document shall have a unique, sequential number and all deviations contained therein clearly described.

The *Service Manager* shall in all instances be the point of communication (addressee) and no direct communication between persons involved in the contract shall be allowed. Such communication shall be disregarded.

Invoicing and payment

The *Contractor* does not start any work before he/she is in possession of a SAP 45 order number.

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 assessment certificate. Assessments are conducted monthly or at completion of task order for an ad-hoc service. Assessments of work completed, and value is mutually agreed between the *Service Manager* and *Contractor*. The *Contractor* issues invoice in line with the assessed value on the assessment certificate

Submitted invoices are paid 30 days from date of receipt of invoice by the *Employer*.

2.5.1 Invoices submission

All invoices to be accompanied by the Payment Assessment Certificate as issued by the *Service Manager*. Invoices to be submitted electronically as PDF documents to: Invoiceseskomlocal@eskom.co.za

2.5.2 The Contractor includes the following on the Contractor's Tax Invoice

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

- (add other as required)

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

2.5.3 How to submit invoices

a) General Submission Information

- The subject line on your email should only contain your Eskom vendor number.
- Each invoice in PDF should be named with your invoice number only.
- Ensure that the Eskom task order number is clearly indicated on your invoice together with the line number you are billing for.
- Ensure you comply with the SARS tax requirements for submitting invoices electronically.
- Each PDF files should contain one invoice, one debit note, or one credit note only. You may submit more than one invoice per email.
- All electronic invoices must be sent in PDF format only.
- Attach proof of delivery to your invoice (eg assessment certificate).
- Where applicable, supporting documents must be attached to the scanned PDF invoice as one attachment.
- Assessment Certificate / delivery note.
- CPA calculation sheet.
- Retention certificates where it is a retention invoice.
- Any other appropriate documents.

b) CPA

CPA is applied as per Secondary Option X1 in Contract Data. If there is CPA on your invoice, it is recommended that you issue a separate invoice for CPA so that if there any issues on the CPA , the rest of the invoice can be paid whilst CPA issues are resolved.
CPA calculation sheets to accompany invoice.

2.5.4 Payment Queries

For all queries and follow-ups on invoice payments, kindly contact the Finance Shared Services Contact Centre

- Tel: 011 800 5060
- Email: fss@eskom.co.za

2.5.5 Eskom information

- Eskom Tax clearance and BBBEE certificate is available at: https://www.eskom.co.za/Tenders/BBBEECertificate/Pages/Eskom_BBBEE_Certificate.aspx
- Eskom VAT Number is **4740101508**

2.5.6 Avoid Payment Delays

- Failure to submit a PDF invoice with accompanying assessment electronically to Invoiceseskomlocal@eskom.co.za could result in payment delays.
- *Contractor* to ensure the *Service Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit, tax certificate and Letter of Good standing during contract period.. Failure to do so, could result in Eskom Vendor Management Dept blocking vendor details on Eskom vendor management system which affects payment processing of invoices.
- It is important that the value stated on the invoice must be the same as the value stated on the task order. If the invoice value is different from the task order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the invoice, it will be rectified with the *Service Manager* before it is submitted for payment.
- Ensure remittance email address and name on invoice are correct and that Eskom has received the same information to update its records. If different in Eskom's system, it will delay processing of invoice.

Contract change management

Additional services and or material is agreed between *Service Manager* and *Contractor* and supported by a task order.

Records of Defined Cost to be kept by the Contractor

In order to substantiate the Defined Cost of compensation events, the *Employer* requires that the *Contractor* keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. These records need to be available on a spreadsheet in case a compensation event is agreed on.

Insurance provided by the Employer

Queries regarding insurance claims and/or procedures can be addressed with the *Service Manager*.

Management of work done by Task Order

The *Service Manager* issues a task order to the *Contractor* which clearly specifies the work to be performed, additional specification; procedures; any other constraints the *Contractor* complies with in providing the service. The task order is issued before *Contractor* provides the service.

The services manager issues the task order to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the service within the time period(s) stated on the task order.

The *Contractor* performs the service in accordance with the task order issued and completes it within the time period specified in the task order.

All services provided comply to this service agreement and procedures stated.

Should the *Contractor* be unable to supply the resources required to complete the task order within the period specified, the *Contractor* immediately notifies the *Service Manager*. The notification includes recommendations as to how the work can be completed timeously.

All work will be done in terms of Task Orders. Consultation by the *Service Manager* about the contents of a Task Order will be via email or MS teams meeting for emergencies it will be telephonically.

The *Service Manager* issues a Task Order (commencing with a 45 prefix) to the *Contractor* which clearly specifies the Task to be performed, additional specification; procedures; any other constraints the *Contractor* complies with in providing the service. This task order authorises work to be done by the *Contractor*.

No works are to be executed without a Task Order.

Within five (5) days of receiving the Task Order the *Contractor* submits a Task Order programme to the *Service Manager* for acceptance.

The *Contractor's* Task Order programme shows all the information required by Clause X19.6 of TSC3. The Task Order programme must be submitted in MS Projects. The *Contractor* submits QCP's together with the Task Order programme to the *Service Manager* for acceptance.

The *Contractor* performs the service in accordance with the Task Order issued and completes it within the time period specified in the Task Order.

Should the *Contractor* be unable to supply the resources required to complete the Task Order within the period specified, the *Contractor* immediately notifies the *Service Manager*. The notification includes recommendations as to how the work can be completed timeously.

Health and safety, the environment and quality assurance

Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

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

1. The *Contractor* shall comply with the health and safety requirements contained in OHS Requirements and the approved safety file by Eskom. Eskom reserves the right to review the OHS Requirements to address the Operational risks and the contractor shall comply with the latest OHS Requirements as amended at no cost for the duration of the contract on the Affected Property as listed in section 11.2(2).
2. The section 37(2) agreement as stipulated under the OHS Act no 85 of 1993 must be signed by *Contractor* and *Employer* representatives.
3. The *Contractor* OHS professional must conduct internal audits at planned intervals (for the duration of the contract at the Affected Property as listed in section 11.2(2) to monitor compliance to the contractual health and safety requirements.
4. The *Service Manager/Contract Manager* must conduct inspections at planned intervals (for the duration of the contract at the Affected Property as listed in section 11.2(2) to monitor compliance to the contractual health and safety and legal requirements.
5. The *Contractor* may be selected during internal and/or external Peaking Power Station audits to verify compliance to legal and contractual OHS requirements. The *Contract Manager/Service Manager* will communicate this at relevant time periods and the *Contractor* shall avail themselves for this audit.
6. In addition to the requirements of the applicable laws governing the occupational health and safety, Peaking Power Station OHS requirements particular to the service and the Affected Property as listed in section 11.2(2) for this contract shall be adhered to for the duration of the contract.
7. The minimum requirements for the *Contractor* to gain access to Peaking Power Station include the but not limited to:
 - Valid Medical fitness certificate
 - Police clearance from SAPS or accredited supplier/service provider linked to SAPS AFIS system not older than thirty (30) days.
 - Identification document (RSA ID or equivalent)
 - National Drivers Licence (applicable to drivers)

- Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up

Rule	Description of rule
3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

- Applicable risk-based PPE.
- Valid letter of good standing always (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing not be valid.
- The *Contractor*/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000.

Note: Induction will only be conducted after the above documents have been submitted and accepted by Eskom.

Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____. The *Contractor* will be required to ensure that all *services* are carried out as per the ISO 14001 standard and Eskom's Environmental Policy. The following environmental requirements are always complied with:

- Zero liquid effluent discharge.
- No chemicals will be dumped into the station drains or on the premises.
- No oil or waste will be dumped in an unauthorised area or unlicensed waste site.
- Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
- No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973. No effluent shall be discharged into the public streams.
- Construction Safety, Health, and Environmental Management Rev 0 32-136
- Municipal Legislation (Palmiet, Gariep, Van Der Kloof Municipality)

Eskom is committed to ensure zero harm to the environment and the following shall apply and be enforced to promote Eskom's goal of zero harm :

- Minimise or mitigate any impacts that may cause harm or pollution to the environment
- Obey the speed limits on site as abundant indigenous wildlife may be encountered throughout the site (antelope, tortoises, birds and bats, snakes et al)
- Report immediately any environmental incident to Eskom

Tanker Delivery Trucks

Tanker delivery/collection trucks when on site must not have oil or fuel leaks, in the unlikely event of an oil or fuel leak the contractor is responsible to clean up.

Waste Disposal:

All waste introduced to and/or produced on the *Employer's* premises by the *Contractor* for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act, 1994 Ref: ISBN0621-16296-5.

Waste management must comply with:

- National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA).

- National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) (NEM:WA)
- Hazardous Substances Act, 1973 (Act No. 15 of 1973)
- National Water Act, 1998 (Act No. 36 of 1998)
- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- Western Cape Health Care Waste Management Act, 2007 (Act No. 7 of 2007)
- Municipal Legislation (Mazikama Municipality)

Hazardous substances

If product is classified as a hazardous substance, safety brochures must accompany delivery. In accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and 11. If any hazard is identified by the *Contractor*, he must immediately inform the *Employer*.

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 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.

Quality Assurance Requirements

- a) The *Contractor* complies to ISO 9001:2015 Quality Management System requirements.
- b) The *Contractor* defines the level of QA or inspection imposed on his subcontractors and suppliers.
- c) The *Contractor* prepares and submits fitment/installation procedures with quality check sheets as well as the Quality Control Plan. Quality acceptance criteria are included in these procedures.
- d) The *Contractor* is made aware of the requirement that all documents or designs submitted for review to the *Project Manager* for acceptance, require a process of review.
- e) The *Contractor* documents all inspections as part of the quality assurance and control procedures. These documents are handed to the *Employer* as records.
- f) Submission of all quality requirements, to comply with section 3.7.1, Post Contract Award as stipulated in the Supplier Quality Management: Specification 240-105658000 to the *Employer* for acceptance at least thirty (30) days before the execution of the project.
- g) On completion of the project, the *Contractor* shall hand in all data books (Packs) before the Completion Certificate is issued.
- h) Where the *Contractor* maintains an official Quality Management System, details of the level of the *Contractor's* self-certification procedures shall be adopted concerning supplied materials and be accepted by the *Supervisor* before the commencement of work.
- i) Where no certified Quality Management System exists, the *Contractor* shall plan all quality management procedures, carry out all quality control testing as required and make available records of such testing for the *Supervisor's* acceptance.
- j) The *Contractor* will submit full details of the proposed quality management system and procedures for acceptance by the *Supervisor*, who shall have full access to all records, site trials and tests.
- k) The *Contractor* shall ensure that monitoring and measuring Equipment are calibrated and verified to confirm serviceability before usage, and records of such will be kept on Site.

Quality Control Plan

The Quality Plan manages the overall quality of the project's main activities and milestones. It lists detailed activities in order of execution where each activity is described and references the associated work packages or specifications with witness, hold and verification points.

The *Contractor* is therefore required to ensure QCPs meet the following requirements as a minimum:

- a) The *Contractor* defines the level of QC or inspection imposed on his subcontractors and suppliers.
- b) The QCPs are to have provisions for signatures indicating Completion by the *Contractor* and acceptance by the *Employer* at the end of each activity.
- c) The *Contractor* has the necessary Equipment and qualified staff to carry out the quality control required to ensure compliance with the specification.
- d) The *Contractor* ensures that a complete Quality Control Plan (QCP) aligned with the Method Statement, and program for executing the work, is submitted to the *Project Manager* and *Supervisor* for review and acceptance before the Works can commence.
- e) The programming of inspections, hold and witness points are agreed between the *Employer* and the *Contractor* before undertaking any of the Works.
- f) During reviews of the QCP, the *Employer* provides the necessary intervention points, if required.

The Contractor shall be responsible for the quality of, and testing of materials, workmanship and production processes used in completing the works. Within 30 days of contract award and prior to the start of the work, the Contractor submits the Quality Plan in accordance with Supplier Quality Management Specification: 240-105658000.

The Contractor shall be responsible to submit, before commencement of any work on site, a method statement together with quality control plan and/or inspection and test plan.

Procurement People

Minimum requirements of people employed

The *Contractor* provides a detailed Curriculum Vitae (CV) containing qualifications, skills, competencies, and experience with certified copies of qualifications and certificates, from a recognised South African body e.g. SETA, SAQA etc. People with non-South African qualifications need to have their qualifications verified by SAQA and a Certification of Evaluation issued.

BBBEE and preferencing scheme

Contractor to ensure the *Service Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit during contract period. Failure to do so, could result in Eskom Vendor Management Department blocking vendor details on Eskom vendor management system which affects payment processing of invoices.

Subcontracting

Preferred subcontractors

No Nominated sub-*contractors*.

Subcontract documentation, and assessment of subcontract tenders

It is compulsory for the *Contractor* to use NEC system when subcontracting. The *Contractor* does not appoint a proposed Subcontractor until the *Service Manager* has accepted him.

Limitations on subcontracting

- None

Attendance on subcontractors

It is the sole responsibility of the *Contractor*.

Plant and Materials

Specifications

This project aims to ensure the efficient emptying and safe disposal of waste from conservancy tanks at Gariep, Palmiet and Vanderkloof power station.

No design work is required; however, the contractor must comply with the service requirements. This includes emptying and disposing of sewage waste. The contractor must also provide recommendations on suitable tanker sizes, suction piping length, pumping head, and required fittings or connections. All pumping and suction equipment must be capable of handling both liquid effluent and sludge or solid waste typically found in conservancy and sewage tanks.

All materials and equipment required and necessary to provide *services* by the *Contractor* on the Affected Property shall be carefully selected and tested by the *Contractor* before actual performance of *services* in the Affected Property.

The Contractor provides all labour, gear and tools, vehicles, temporary works/ scaffolding, consumables, bulk mixing plant, Equipment and cleaning materials required to Provide the Works. The Contractor supplies/ procures all Plant and Material, fabrication, manufacturing, handling, storage, testing, delivery, off-loading and erection/construction, disposal of debris and finishing in every detail of works. The Contractor constructs any works that can be reasonably inferred from this specifications.

In addition to the aforementioned, the Contractor adheres to the following:

- The Contractor is restricted to the Site
- The Contractor is not to enter any other areas and ensures that his employees abide by the regulations
- The Contractor's Equipment does not impair the operation or access to the plant
- The Contractor safeguards and secures all items whilst in the Contractor's custody and control, until completion of the works
- The adjacent plant and equipment are not modified without written permission from the Project Manager. Modification in this sense includes, but is not limited to the following:
 - Welding onto existing plant,
 - Drilling into structural steel or concrete,
 - Cutting or removing
 - Loading adjacent structures.

Correction of defects

The *Contractor* provides a report detailing the nature of the defective Plant and Materials, the report should also give recommendations as to whether the defect can be fixed or not. The *Employer* is entitled to witness the defective Plant and Materials.

No replacement of defective Plant and Materials must be done without an instruction by the *Service Manager*.

Contractor's procurement of Plant and Materials

The *Contractor* provides the *Service Manager* with a quotation with the agreed markup percentage for all materials, parts, spares or specialised services required to perform repairs or replacements. The *Contractor* attaches the Vendor's invoice or proof of purchase together with the *Contractor's* quotation as supporting evidence. The warranties from suppliers are to be in favour of the *Employer* and not just the *Contractor*.

Tests and inspections before delivery

Where applicable calibration certificates, pressure test certificates etc, are required for parts and equipment supplied by the *Contractor*.

Working on the Affected Property

Access to the Affected Property are restricted to authorized personnel only.

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

All persons intending to perform work and/or attend meetings during this contract period at Affected Property have to comply with the following:

- Each person shall sign the entrance register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.
- All persons entering the premises might be required to undergo a breathalyser test. Any persons testing positive will not be allowed entry. The *Employer* has a zero tolerance towards alcohol.

- An updated safety file shall be in the possession of the person(s) entering the site for confirmation of Security clearance, Medicals, ID's etc.

People restrictions, hours of work, conduct and records

The *Contractor* upholds Eskom's Code of Ethics.

An attendance register will be required to be completed and retained by the *Contractor*.

Working Hours:

- Mon – Thursday: 07H00 - 16H15
- Fridays: 07H00 - 12H00

Lunch time:

- Monday – Thursday: 12H00 to 12H30
- Friday: None

Health and safety facilities on the Affected Property

Refer to 3.1 Occupational Health and Safety

Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area and where others are also performing work or activities. Interfacing is required with the office staff and other *Contractors*.

Records of Contractor's Equipment

The *Contractor* shall, before entering the affected property for the first time, provide a comprehensive list of all equipment and tools intended for use during the contract period, to the *Service manager*.

The Contractor supplies, installs, maintains, and removes all temporary construction facilities and utilities necessary to provide the Works.

Additionally, the Contractor's Equipment does not impair the operation or access to the plant.

The Contractor will keep comprehensive records of all of the Contractors equipment brought on and removed from site.

The Contractor is to comply with the Safety and Site access procedures.

Equipment provided by the Employer

None.

Site services and facilities

All services and facilities that are not specifically stated to be provided by the Employer and which are necessary for the Contractor to Provide the Works, are provided by the Contractor.

Provided by the Employer

Ablution facilities: Available.

Canteen facilities: Not Available

Electricity points: All points of supply are provided in terms of availability and location. The Employer indicates which supply points may be used. The Contractor is to note that generally a 220V Electrical Supply is available in the power station complex.

First Aid facilities: Not Available

Potable Water Supply

All points of supply are provided in terms of availability and location. The Employer indicates which supply points may be used and the Contractor ensures that the pressure at the tap-off point is regulated to the correct operating pressure to ensure that the pressure and flow supplied to the end-user is within the

specified range as per SANS 10252 for specific applications.

Provided by the Contractor

The Contractor supplies all facilities to enable work and general site requirements. This will be removed by the Contractor on completion of the project, unless otherwise agreed and accepted by the Project Manager.

The Contractor is to ensure that his employees are transported in a vehicle that is approved to carry passengers. All vehicles must have safety belts for all passengers, airbags, and an ABS system.

The *Contractor* provides the necessary labour, Personal Protective Equipment (PPE), home-work-home transport, meals, and accommodation that will satisfy the requirements of this contract.

The *Contractor* provides all the tools and equipment required to satisfy the requirements of this contract. The *Contractor* provides all the materials, spares and/or parts necessary to satisfy the requirements of this contract.

The *Contractor* provides everything else necessary for providing the Service.

Control of noise, dust, water and waste

The *Contractor* shall take all necessary precautions to control noise to a minimum.

Tests and inspections

Description of tests and inspections

Inspections will be carried out by the Health & Safety Officer, the Environmental officer and the *Service Manager* periodically. This information will be shared during meetings.

Inspections carried out by the *Contractor*, specifically those intended for the prevention of harbouring areas, must be recorded and recommendations communicated with the *Service Manager* as soon as it becomes apparent.

Materials facilities and samples for tests and inspections

7.1.4.2 Telephone/ Internet Facilities

The Contractor is responsible for arranging his own telephone/internet facilities.

7.1.4.3 Security of Works

The Contractor is entirely responsible for the security of all the Works, materials, equipment and lighting and other precautions as necessary to ensure security against theft, loss, or damage. The Contractor is advised to visit site to familiarize with the nature and position of the site.

7.1.5 Existing premises, inspection of adjoining properties and checking work of Others

Within the locality of the works, there are existing services (water pipes and electrical cables etc.) which the Contractor shall take extreme care to prevent any damages during the execution of the works.

The Contractor shall liaise with the Supervisor before work commences.

7.1.6 Survey control and setting out of the works

None

7.1.7 Excavations and associated water control

None

7.1.8 Underground services, other existing services, cable, and pipe trenches and covers

Within the locality of the works, there are existing services (water pipes and electrical cables) which the Contractor shall take extreme care to prevent any damages during the execution of the works.

The Contractor shall liaise with the Supervisor before work commences.

7.1.9 Sequences of construction or installation

The programme shall clearly show and sequence the activities of all the project work to be done by the Contractor and the other work covered by the contract that is being done by the subcontractors. The following activities are to be included, as a minimum, in the programme:

Preconstruction Documentation Submission:

- Final SHE File Submission to the Employer for review and acceptance
- Site Establishment Method Statement Submission to the Employer for review and acceptance

- All activity Method Statements Submission to the Employer for review and acceptance

The Contractor is to further note that all quality documents and Method Statements require a 14-day review period.

7.1.10 Hook ups to existing works

this rule and other Eskom rules are prohibited and will lead to Contractor being penalized and removed from the Power Station. The Contractor ensures that all lifelines are made available for hooking up purposes at all times where required.

8.1.1 Applicable Standard Specifications

The national and statutory applicable standards and the relevant standards are applicable in this contract.

8.1.2 Applicable Statutory Requirements

The Contractor shall comply with all the relevant South African statutory requirements in terms of the employment of people on site. Site specific requirement shall not take precedence over any statutory requirement.

These include but are not limited to the following

Code	Title
R1010	Construction Regulations
OHS Act No 85 of 1993	Occupational Health and Safety Act, 1993 Driven Machinery Regulations, 1988
NEMA	National Environmental Management Act of 1988
	Local Authority By-laws

8.1.3 Applicable Eskom Standards

The Contractor shall comply with all the relevant South African statutory requirements in terms of the employment of people on site. Site specific requirement shall not take precedence over any statutory requirement.

In addition to statutory requirements, the Contractor is to comply with the relevant Eskom Standards, and these include but are not limited to the following:

Code	Title
QM 58	Supplier Contract Quality Requirements Specification
36-681	Generation Plant Safety Regulations
240-71432150	Plant Labelling and Equipment Description Standard
167A/49	Drawing and documentation standard for <i>Contractors</i>
167A/143	Drawing Office Standard
167A/49	Documentation Process Procedure
32-136	Contractor Health and Safety Requirements
240-62196227	Eskom Life-Saving Rules

List of drawings

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
0.38/62	8	Access roads, layout and details of road to left bank valve house – Gariep PS
18.38/3496	1 & 2	Emergency services levels for Gariep PS

Documents issued by the *Employer*

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

Document number	Revision	Title
320-727	Latest Revision	<i>Eskom SHEQ Policy</i>
32-421	Latest Revision	<i>Eskom Life Saving Rules</i>
32-727	Latest Revision	Safety, Health, Environment and Quality (SHEQ) Policy
ISO 9001	Latest Revision	Quality Management Systems.
Act 85 of 1993	Latest Revision	Occupational Health and Safety Act (Act 85 of 1993)
240-105658000	Latest Revision	Supplier Quality Management Specification (QM-58)