



## NEC3 Term Service Contract (TSC3)

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

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

for **The provision of HAZMAT Clean-up service at  
Grootvlei Power Station including Vaal dam pump  
station**

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

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

## PART C1: AGREEMENTS & CONTRACT DATA

---

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

## C1.1 Form of Offer & Acceptance

### Offer

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

#### **The provision of HAZMAT Clean-up service at Grootvlei Power Station including Vaal dam pump station**

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 <sup>1</sup>	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:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

**For the tenderer:**

**For the Employer**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

On behalf of \_\_\_\_\_  
(Insert name and address of organisation)

\_\_\_\_\_

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
		X1: Price adjustment for inflation
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 <sup>1</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	
	Address	[Grootvlei Power Station , Private Bag X, Grootvlei, 2020]
	Tel	[•]
	Fax	[•]

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

e-mail	[•]
11.2(2) The Affected Property is	Grootvlei Power Station Plant
11.2(13) The <i>service</i> is	The provision of HAZMAT cleaning for major spillages at Grootvlei Power Station including Vaal dam Pump Station
11.2(14) The following matters will be included in the Risk Register	To be discussed during kick-off meeting
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	2 weeks
2 <b>The Contractor's main responsibilities</b>	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 <b>Time</b>	
30.1 The <i>starting date</i> is.	[•]
30.1 The <i>service period</i> is	36 Months
4 <b>Testing and defects</b>	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 <b>Payment</b>	
50.1 The <i>assessment interval</i> is	between the 25 <sup>th</sup> day of each successive month.
51.1 The <i>currency of this contract</i> is the	South African Rand
51.2 The period within which payments are made is	4 weeks.
51.4 The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and  (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question

then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<p>Claims, proceedings, compensation and costs payable which are due to:</p> <ol style="list-style-type: none"> <li>1. Use or occupation of the site by the works or for the purpose of the works which is the unavoidable result of the works</li> <li>2. Negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor or</li> <li>3. Loss of or damage to plant and materials supplied to the contractor by the Employer or by Others on behalf of the Employer, until the Contractor has received and accepted them</li> </ol>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	Whatever the Contractor deems necessary in addition to that provided by the Employer.
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies</a>



From_1_April_2014_To_31_March_2015.aspx		
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies</a> From_1_April_2014_To_31_March_2015.aspx
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	3 Months
11	<b>Data for Option W1</b>	Refer to dispute resolution procedure
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

## 12 Data for secondary Option

### clauses

X2	X1	Price adjustment for inflation																					
X1.1	The <i>base date</i> for indices is																						
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>10%</td><td>Fixed</td><td>SEIFSA</td></tr> <tr> <td>50%</td><td>Labour (Table C3)</td><td>SEIFSA</td></tr> <tr> <td>25%</td><td>Consumables (Table D2)</td><td>SEIFSA</td></tr> <tr> <td>15%</td><td>Fuel (Table L2)</td><td>SEIFSA</td></tr> <tr> <td>[•]</td><td>non-adjustable</td><td></td></tr> <tr> <td>100%</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	10%	Fixed	SEIFSA	50%	Labour (Table C3)	SEIFSA	25%	Consumables (Table D2)	SEIFSA	15%	Fuel (Table L2)	SEIFSA	[•]	non-adjustable		100%		
proportion	linked to index for	Index prepared by																					
10%	Fixed	SEIFSA																					
50%	Labour (Table C3)	SEIFSA																					
25%	Consumables (Table D2)	SEIFSA																					
15%	Fuel (Table L2)	SEIFSA																					
[•]	non-adjustable																						
100%																							
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	Table 1																					

Criteria	Unit	Target	Penalty 5%	Penalty 10%	Penalty 15%
Initial response	Hours	3 hours	After 5 hours	After 8 hours	10 and above
Unable to complete work as per the agreed plan	Hours	Within 24 hours	36 hours	48 hours	72 and above
Failure to renew man power medicals fitness certificate	Days	0	1	5	10 and above

<b>X18</b>	<b>Limitation of liability</b>				
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)			
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>			
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></li> </ul>			
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>death of or injury to a person and</li> <li>infringement of an intellectual property right.</li> </ul>			
X18.5	The end of liability date is	(i) 12 months after the end of the service period.			

	<p>(ii) The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period.</p> <p>If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
X19	Task Order
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within 1 day of receiving the Task Order
Z	The <i>additional conditions of contract</i> are Z1 to Z11 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.

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.

Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

Z 11.4 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.

## **Annexure A: Insurance provided by the Employer**

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.*

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to 'Format TSC3' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_  
From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)



## 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)<sup>1</sup> 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	

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://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  the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.  (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read

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

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*

**The provision of HAZMAT cleaning for major spillages at Grootvlei Power Station including Vaal dam Pump Station**

Item	Description	Unit	Quantity	Rate	Total	Estimated months	Total amount for 36 months
	<b><u>Section 1</u></b>						
	<b><u>Preliminaries and Generals</u></b>						
1	Site establishment (area mobilisation as an when service required)	Eac h	1			20	
2	Personal protective equipment for each incident ( Once per year)	Eac h	18			3	
3	Medicals and Induction ( Once per year)	Eac h	18			3	
4	Compliance with safety plan & safety file ( Onceoff)	Su m	1			1	
5	Accommodation	day	5			20	
6	Site vehicle - 16 seater Kombi	km	1000			20	
7	Site de - establishment(de establishing of area as an when service required)	Eac h	1			20	
	<b>Sub - Total</b>						

	Description	Unit	Quantity	Hours	Rate	Total	Estimated months	Total amount for 36 months
	<b><u>SECTION 2</u></b>							
	<b><u>Normal hours</u></b>							
1	HAZMAT supervisor	hr	1	24			20	
1	HAZMAT technician	hr	3	24			20	
2	HAZMAT assistant	hr	4	24			20	
3	General labour	hr	6	24			20	
4	SHE Officer	hr	1	24			20	
5	Earthmoving equipment operator	hr	2	24			20	
6	Waste vehicle operator	hr	1	24			20	
	<b><u>Overtime - After hours and Saturdays @ 1.5 factor</u></b>							
7	HAZMAT supervisor	hr	1	12			20	
8	HAZMAT technicians	hr	3	12			10	
9	HAZMAT assistants	hr	4	12			10	
10	General labour	hr	6	12			10	
11	SHE Officer	hr	1	12			10	
12	Earthmoving equipment operator	hr	2	12			10	
13	Waste vehicle operator	hr	1	12			10	
	<b><u>Overtime - Sundays and Public Holidays @ 2 factor</u></b>							
14	HAZMAT supervisor	hr	1	24			20	
15	HAZMAT technicians	hr	3	8			5	
16	HAZMAT assistants	hr	4	8			5	



						-		
17	General labour	hr	6	8		-	5	
18	SHE Officer	hr	1	8		-	5	
19	Earthmoving equipment operator	hr	2	8		-	5	
20	Waste vehicle operator	hr	1	8		-	5	
	<b>Sub - Total</b>							

Item	Description	Unit	Quantity	Rate	Total	Estimated months	Total amount for 36 months
	<b><u>SECTION 3</u></b>						
	<b><u>Waste containers</u></b>						
1	Skip truck	trip	1			20	
2	Roro single truck combo (with Trailer)	trip	1			20	
3	6m3 Waste skip	day	4			20	
4	11m3 Waste skip	day	1			20	
5	12000L Super sucker	hr	8			20	
6	Drum Carrier/Trailer (loading approximately +/- 30 drums)	day	1			20	
7	1000L Flow bin	ea	20			20	
8	210L Closed top drums	ea	100			20	
9	LDV bakkie transporting equipment	km	500			20	
	<b>Sub - Total</b>						

Item	Description	Unit	Quantity	Rate	Total	Estimated months	Total amount for 36 months
	<b><u>Section 4</u></b>						
	<b><u>CLEANING</u></b>						
	<b><u>Quantities are remeasurable and will be verified on site</u></b>						
1	Cleaning of spillage on concrete floors	m2	100			20	
2	Surface cleaning and treatment	m2	100			20	
3	Minor penetration (up to 300mm deep)	m2	100			20	
4	Moderate penetration (up to 500 mm deep)	m2	100			20	
5	Major penetration (more than 500m deep)	m2	100			20	
6	Clean up in non-moving water - wetlands and dam	m2	100			20	
7	Clean up in moving water - rivers	m2	100			20	
8	Oil sampling equipment	each	3			20	
9	Soil sampling equipment	each	3			20	
	<b>Sub - Total</b>						

Item	Description	Unit	Quantity	Rate	Total	Estimated months	Total amount for 36 months
	<b><u>SECTION 5</u></b>						
	<b><u>Consumables</u></b>						
	<b><u>Quantities are remeasurable and verified on site</u></b>						
	-						
1	Oilsep fibre 10kg	ea	20			20	
2	Biozorb SA blend 10kg	ea	20			20	

3	226L Cleansorb peat	ea	20			20	
4	Oil absorbent rolls	ea	20			20	
5	Oil absorbent pads (200/pack)	ea	20			20	
6	Oil absorbent cushions	ea	20			20	
7	Supersob roll (96mx 40m)	ea	20			20	
8	Oilsep booms 10m	ea	20			20	
9	Oilsep booms 4m (2/ bag)	ea	20			20	
	<b><u>Chemical Absorbents</u></b>						
10	4m Chemical absorbent booms	ea	20			20	
11	2m Chemical absorbent booms	ea	20			20	
12	Chemical absorbent roll	ea	20			20	
13	Chemical absorbent pads (200/pack)	ea	10			20	
14	Chemical absorbent cushion	ea	20			20	
15	10KG Chemical scatter	ea	20			20	
	<b><u>Degreasers, Cleaning agents and disposal bags</u></b>						
16	Oilsep Bio 1	ea	10			20	
17	Oilsep Bio 2	ea	10			20	
18	240L oil wheelie bin spill kit	ea	5			20	
19	150 microns Heavy duty disposal bags	ea	5			20	
20	Spark proof broom	ea	10			20	
21	Spark proof shevel	ea	10			20	
22	5kg Peat absorbent	ea	20			20	
23	Peat sorb broom	ea	20			20	
24	Acid absorbance	ea	20			20	
25	Oil absorbent pads	ea	20			20	
	<b>Sub - Total</b>						

Item	Description	Unit	Quantity	Rate	Total	Estimated months	Total amount for 36 months
	<b><u>SECTION 6</u></b>						
	<b><u>Remediation</u></b>						
1	Biotreat Bioenhancer 12 kg bag	ea	20			20	
2	Shocktech Bioremediation agent/25L DR	ea	20			20	
	<b>Sub - Total</b>						

Item	Description	Unit	Quantity	Rate	Total	Estimated months	Total amount for 36 months
	<b><u>SECTION 7</u></b>						
	<b><u>Disposal Services</u></b>						
1	Analysis to determine method of disposal	Each	5			10	
2	disposal Oil sludge	ton	30			20	
3	Disposal of Oil rags	ton	15			20	
4	Disposal of Oil rags	drum	36			20	
5	Disposal of used hydro carbon absorbents	ton	50			20	
6	Disposal of used chemical absorbents	ton	50			20	
	<b>Sub - Total</b>						

<b>TOTAL PRICE</b>	
--------------------	--

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

## C3.1: EMPLOYER'S SERVICE INFORMATION

### Contents

Part 3: Scope of Work.....	1
C3.1: Employer's service Information.....	2
1 Description of the service .....	4
1.1 Executive overview .....	4
1.2 Employer's requirements for the service.....	4
1.3 Interpretation and terminology .....	5
2 Management strategy and start up.....	6
2.1 The Contractor's plan for the service .....	6
2.2 Contractor Qualification and Experience .....	6
2.3 Contractor's management, supervision and key people.....	7
2.4 Provision of bonds and guarantees .....	7
2.5 Documentation control .....	7
2.6 Invoicing and payment .....	7
2.7 Contract change management.....	7
2.8 Records of Defined Cost to be kept by the Contractor .....	8
2.9 Insurance provided by the Employer .....	8
2.10 Training workshops and technology transfer .....	8
2.11 Design and supply of Equipment .....	8
2.12 Things provided at the end of the service period for the Employer's use.....	8
2.12.1 Equipment .....	8
2.12.2 Information and other things .....	9
The Employer will provide a list of all procedures to be provided by the contractor. These procedures will remain property of the contractor after the end of the contract. ....	9
2.13 Management of work done by Task Order.....	9
3 Health and safety, the environment and quality assurance .....	9
3.1 Health and safety risk management .....	9
3.2 Environmental constraints and management .....	9
3.3 Quality assurance requirements .....	9
4 Procurement .....	10
4.1 People .....	10
4.1.1 Minimum requirements of people employed .....	10
4.1.2 BBBEE and preferencing scheme.....	10
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA).....	10
4.2 Subcontracting .....	10

4.2.1	Preferred subcontractors .....	10
4.2.2	Subcontract documentation, and assessment of subcontract tenders .....	11
4.2.3	Limitations on subcontracting .....	11
4.2.4	Attendance on subcontractors .....	11
4.3	Plant and Materials .....	11
4.3.1	Specifications and Procedures .....	11
4.3.2	Correction of defects .....	12
4.3.3	<i>Contractor's</i> procurement of Plant and Materials .....	12
4.3.4	Tests and inspections before delivery .....	12
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i> .....	12
4.3.6	Cataloguing requirements by the <i>Contractor</i> .....	12
<b>5</b>	<b>Working on the Affected Property .....</b>	<b>13</b>
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations .....	13
5.2	People restrictions, hours of work, conduct and records .....	14
5.3	Health and safety facilities on the Affected Property .....	14
5.4	Environmental controls, fauna & flora .....	15
5.5	Cooperating with and obtaining acceptance of Others .....	15
5.6	Records of <i>Contractor's</i> Equipment .....	15
5.7	Equipment provided by the <i>Employer</i> .....	15
5.8	Site services and facilities .....	15
5.8.1	Provided by the <i>Employer</i> .....	15
5.8.2	Provided by the <i>Contractor</i> .....	17
5.9	Control of noise, dust, water and waste .....	17
5.10	Hook ups to existing works .....	17
5.11	Tests and inspections .....	17
5.11.1	Description of tests and inspections .....	17
5.11.2	Materials facilities and samples for tests and inspections .....	17
<b>6</b>	<b>List of drawings .....</b>	<b>18</b>
6.1	Drawings issued by the <i>Employer</i> .....	18

## 1 Description of the service

### 1.1 Executive overview

The *Contractor* will be responsible for major incidents clean up at Grootvlei power station site and associated plants including Vaal dam pump station.

### 1.2 Employer's requirements for the service

The *Contractor* will be responsible for major incidents clean up at Grootvlei power station site and associated plants including Vaal dam pump station.

#### General requirements

Scope of work will be agreed to prior to commencement of work depending on the type and nature of the incident/spillage

#### Areas included in this contract

Grootvlei Power station and surrounding areas, including Vaal dam and this will typically include but not limited to the following areas:

- Spillages at the Unit areas
- Pipe lines
- Pollution Dams
- Rivers
- Wetlands
- Along the roads
- Underground historical pipes
- Chemical tanks bund wall and drains
- Contaminated soil/stones
- Concrete areas

The *Contractor* together with the *Employer* will determine an appropriate clean-up plan. The methodology for particular chemical cleaning will depend on the type of chemical spilled, extent, incident location and based on Eskom and industry best practices, but the *Contractor* must execute the work a based on his experience.

#### Spill Response

- a. Respond to HAZMAT emergency incident within 3 hours starting from the time of notification of the *Contractor*
- b. Assess the incident scene and conform the chemical spilled
- c. Arrange for response team, materials and equipment's to be used for clean -up
- d. The *Contractor* together with the *Employer* must ensure that the incident scene area is barricaded with Warning signs

#### Absorbents/materials to be used for Clean-up

- a. Such clean-up of the all spillages will be done in accordance and compliance to both regulatory and Grootvlei Power Station requirements.
- b. Prior to commencement of clean-up the *Contractor* evaluate the extent of the spill and determine the labour, absorbents, clean up chemicals, vehicles and waste containers to be used to contain and clean the spill.



- c. Capture and contain the chemical spilled and clean up the area
- d. Cleaning method, materials and equipment's will also depends on the type and area spilled i.e Dam, moving water, wetland, soil or concrete areas.

#### Waste containers and disposal

- a. Supply of skips required for the class for hazardous waste to be disposed of. The skips must have lids that can be properly closed and must be leak proof to prevent any spillage and associated pollution
- b. The *Employer* will provide, where applicable, Safety Data Sheets for the chemical spilled. Waste manifest documentation and tremcards for transport purposes will be provided by the *Contractor*
- c. All hazardous waste shall be Transportation and disposed of at a permitted hazardous waste disposal site
- d. Provision of waste collection record and manifest after every disposal of waste which will include the following information:
  - i. Certificate No of waste disposal
  - ii. Date of collection and Date of disposal at the permitted/registered landfill site
  - iii. Place/Site of disposal of waste
  - iv. Quantity/ volume of waste disposed of
  - v. Type of waste disposed of
  - vi. Signature of responsible persons (waste transport personnel, generator personnel and representative of the disposal site)

#### Vehicles transporting hazardous waste

Transportation for hazardous waste by the *Contractor* shall be in accordance with the National Road Traffic Act No 93 of 1996 which include but not limited to the following:

- a. Vehicles transporting hazardous waste must be fitted with the necessary Hazchem labels and placards, emergency triangles, dangerous goods operator extinguishers required for the specific load being transported.
- b. The Operator of the Dangerous Goods Vehicle must have in the designated space of the dangerous goods vehicle the required Tremcards and relevant dangerous goods declarations.
- c. The Operator of the Dangerous Goods Vehicle must have in his possession a document clearly indicating the route to be followed to the applicable disposal site at which the hazardous waste is to be disposed of.
- d. The *Contractor* will provide the *Employer* at the start of the contract with a copy of their valid Emergency Response Procedure which will be implemented in the event of spillage resultant from any accident during the transportation of the hazardous waste.
- e. The *Contractor* accepts full liability for any clean-up and associated costs that result from the spillage of hazardous waste whilst waste is in the *Contractor's* possession. Such clean-up of the waste will be done in accordance and compliance to both regulatory authority and Grootvlei Power Station requirements.

#### Remediation

- a. Spill remediation strategy will depend on the nature of the chemical spilled and the urgency of the clean-up. The *Contractor* will advise on the strategy to be used.

### 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SOW	Scope of Work

## 2 Management strategy and start up.

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

The *Contractor* will carry out the scope of work comprising of the following

- a. All work will be performed in a professional manner by experienced personnel
- b. The practices and procedures employed will be according to accepted industry standards, applications will be made with technical expertise; all vehicles and equipment will be operated both skilfully and safely within the effected working areas.
- c. Work performance will comply with the Occupational Safety and Health Act.
- d. The *Contractor* will only use trained or skilled personnel.
- e. The *Contractor* will carry out the cleaning activities:
- f. All work as stipulated in the task order after an incident happened
- g. Complying with the *Employer's* administration program
- h. Compliance with all environmental and safety legislation and other requirements shall be ensured.
- i. The *Contractor* will be called immediately after a major spill and is expected to respond within 3 hours from the time of the incident
- j. The *Contractor* provides a program and a schedule for the works and for each task order immediately after assessing the extent and nature of the spill.

### 2.2 *Contractor* Qualification and Experience

The *Contractor* must have the following requirements:

Experience: **Minimum of five (5) years' experience in chemical spill response and clean**

**Trained and skilled personnel to do the work**

Management meetings The *Contractor* attends daily tool box talk meetings when onsite and keep the attendants register. The performance of the *Contractor* will be measure after every clean up and will be reported in as and when required basis meeting.

The performance of the *Contractor* will be measured after cleaning of each incident and will be reported in as and when required meeting. The *Contractor* together with the *Employer* will at the commencement of the contract agree on the targets for each other category of measures .These measurement categories and targets will be reviewed by the *Contractor* and the *Employer* on a yearly basis in the interest of continual improvements. The areas of measurement will include the following:

- Compliance with waste regulations and standards i.e Manifest system, dangerous goods
- Equipment breakdowns
- Call out response time
- Incidents
- Re-work done

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Activities planning and risk discussion Risk register	On the day of the event	Grootvlei Power Station	<i>Employer, Contractor</i>
Overall Cleaning progress and feedback	Every day until work is completed	Grootvlei Power Station	<i>Employer, Contractor</i>

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

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

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

The *Contractor* submits a project organogram to the *Service Manager* for acceptance, indicating the *Contractor's* and the *SubContractors* employees. And there should be supervision throughout the service period and key people shall be made available at all times.

### 2.4 Provision of bonds and guarantees

N/A

### 2.5 Documentation control

All Communication from the *Contractor* is numbered sequentially with prefix as advised by the *service manager*. The *Service Manager* responds in a like manner. The prefix and numbering will be decided upon at the inaugural meeting.

### 2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

Grootvlei Power Station accounts payable services and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- SAP order number
- *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;

### 2.7 Contract change management

In event where there is a change in the contract, early warning can be issued by either party, early warning meeting to follow and discuss such event.

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

N/A

## 2.9 Insurance provided by the *Employer*

Below is information with regards to the Eskom insurance management service. For in case the *Contractor* has any questions with regards to insurances:

Eskom Insurance Management Services (EIMS) Contact Details:

Contact Person	Contact Number	E-mail address
Mr. Wiseman Khoza	+27(0)11 800 6286	Wiseman.khoza@eskom.co.za
Ms Thembi Mabanga	+27(0)11 800 6509	Thembi.mabanga@eskom.co.za
Ms Mamosidi katane-Mathibela	+27(0)11 800 6380	kataneE@eskom.co.za
Ms Beverly jamaine-clain	+27(0)11 800 3331	Beverley.jamaine-cain@eskom.co.za
Mr. Kristine Chaithoo	+27(0)11 800 4455	Krishan.chaithoo@eskom.co.za
Mr. Velaphi Mabaso	+27(0)11 800 3836	Velaphi.mabaso@eskom.co.za

## 2.10 Training workshops and technology transfer

Only internal trainings will be provided for by the *Employer*, however in a case where the training is external the *Contractor* will be responsible.

## 2.11 Design and supply of Equipment

N/A

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

### 2.12.1 Equipment

All instrumentation and equipment bought or supplied by the *Employer* for the purpose of the work will remain the property of the *Employer* after the end of the contract.

### 2.12.2 Information and other things

The *Employer* will provide a list of all procedures to be provided by the *contractor*. These procedures will remain property of the *contractor* after the end of the contract.

### 2.13 Management of work done by Task Order

A task order will be issued after assessment to the *Contractor* by the *Employer's* representative, on the work that needs to be done. This task order will be accompanied by a SAP 45 (order) number for reference purposes when the *Contractor* invoices.

## 3 Health and safety, the environment and quality assurance

### 3.1 Health and safety risk management

- a. The *Contractor* provides own personal protective equipment and clothing for the employee's safety.
- b. The *Contractor's* supervisor who is in charge of the *Contractor's* employees, will make sure that the *Contractors* employees have their PPE on, at all times during working hours.
- c. The *Contractor* must ensure that the works complies with the OHS Act 85 1993. b) The *Contractor* will provide all SABS approved personal protective Equipment to its employee's as identified in the Risk Assessment.
- d. The *Contractor* is responsible for procurement of PPE and equipment in accordance with the OHS act and the site specific requirements, including the use thereof as necessary.
- e. The *Contractor* shall provide and demonstrate to the *Employer* a suitable and sufficiently documented health and safety plan, based on the *Employer's* documented health and safety specifications, which shall be applied from the date of commencement of and for the duration of the construction work. The plans will be approved within 14 days from date of contract awards. No access will be granted to site if the required documents safety file is not submitted.

### 3.2 Environmental constraints and management

The *Contractor* shall comply with Grootvlei Power Station's Environmental Management System. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed of in line with applicable environmental legislation. The *Contractor* ensures that all employees are trained on handling all hazardous substances associated with the work. It is important to note that all spillages must be cleaned immediately and reported to the *Service Manager* as soon as possible. It is the responsibility of the polluter to clean all spillage and for the rehabilitation of the polluted land.

### 3.3 Quality assurance requirements

- a. The *Contractor* ensures that all plant and materials for the works are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.
- b. The *Contractor* provides a Quality Control Plan (QCP) withhold points for the *Employer* for approval 2 weeks prior to commencement of work.

- c. No *Contractor* shall appoint a construction safety officer to assist in the control of quality related aspects on the site unless the *Contractor* is reasonably satisfied that the construction quality controller has the necessary competencies and qualifications.
- d. The *Contractor* will provide all relevant training records and the total of years' experience in the *Contractor's* possession to the *Employer* to verify the competency of all the key personnel in terms of HAZMAT.
- e. The *Contract's* Manager has the right to stop the *Contractor's* work activities which, in the opinion of *Contract Manager*, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the *Contract Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

Base requirements:

- a. The contracting company must have expertise and skilled labour for all chemical cleaning activities on Grootvlei Power Station site and the associated plants.
- b. The key person performing the work shall have a minimum of 5 years of experience in performing the same work as specified in the works information of the contract documentation.
- c. The *Contractor* will be requested by the *Employer* to submit details of the qualifications/training of persons performing the work.
- d. The *Contractor* shall demonstrate capability by furnishing proof of work performed for contracts with similar service requirements.
- e. Changes to the crew are negotiated with delegated *Service Manager*.

#### Employment of local people

Eskom holdings Limited's requirements regarding employment of semi-skilled workers are as follow:

"Grootvlei power station requires that during recruitment of unskilled or semi-skilled labour, a *Contractor* or its subsidiaries should make every effort to employ minimum target of 50% suitable candidates from all disciplines from local community(Dipaleseng municipality)and will only resort to other avenues if the local community cannot provide the requisite resources. To engage in the above recruitment process, you may contact the local Eskom HR Manager at 017 779 8861".The *Contractor* shall under no circumstances be allowed to recruit labour(s) at Eskom Grootvlei main security gate.

#### Restrictions on the utilization of local laborers

The *Contractor* will be requested by the *Employer* to submit details of the qualifications, proof of residence and experience of all individual workers for each category of personnel and specialists for which a rate has been submitted any work commences.

#### 4.1.2 BBBEE and preferencing scheme

N/A

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

N/A

### 4.2 Subcontracting

#### 4.2.1 Preferred subcontractors

The *Contractor* does not procure the services of subcontractor without prior written approval of the *Service Manager*.

#### **4.2.2 Subcontract documentation, and assessment of subcontract tenders**

The *Contractor* is to prepare subcontract documentation, in line with the NEC system.

#### **4.2.3 Limitations on subcontracting**

The *Contractor* shall not subcontract more than a 25% of the whole of the contract. All Sub *Contractors* are to be *Employer* approved *Contractors* / vendors / suppliers. If the *Contractor* is uncertain of the approval status of the *Contractors* / vendors / suppliers the *Contractor* formally requests from the *Service Manager* confirmation of the status.

The *Contractor* does not procure the services of *Contractors* / vendors / suppliers without the prior approval of the *Service Manager*. Furthermore the contract between the *Contractor* and the subcontractor must be aligned with these contracts.

No work shall commence without all employees having done safety and medical checks prescribed by the *Employer*. The *Contractor* must submit a safety file at the inception of this contract. The *Contractor* complies with all site regulations issued by the *Employer*

#### **4.2.4 Attendance on subcontractors**

N/A

### **4.3 Plant and Materials**

#### **4.3.1 Specifications and Procedures**

All Specifications are in the Description of Works, the *Contractor* should also note the following:

The *Contractor* implements a quality system and maintains the quality system until the completion of the whole of the works. The system, will as a minimum, comply with the provisions of the ISO 9001:2000 series. The system will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work on site.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the system and standards as required by this contract. Any deviations will be corrected to the *Employer's* satisfaction.

The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against *Employer* in respect of delay due to the above.

The *Contractor* ensures that all the deliverables are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.

The *Contractor* will provide all relevant training records to the *Employer* to verify the competency of the staff.

The *Contractor* shall arrange the access permit for his/her employees at their cost.

The *Contractor's* employees shall do induction before commencing work at the *contractor's* cost.

The *Contractor* will work according to the *Employer's* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines.

The *Contractor* must ensure that all their equipment are calibrated before use on site and keep proof of the calibration certificate.

#### Procedures

Number	Title	Issued by
Act 85 Of 93	Occupational Health and Safety Act and as amended	<i>Contractor</i>
GGPP1065	Power Plant Chemistry Policy	<i>Employer</i>
GGSS1181	Specification for Chemical Products and Material used in a Power Plant	<i>Employer</i>
GGA1182	The control of Chemical Product in a Power Plant	<i>Employer</i>
GVLE001	Environmental Policy	<i>Employer</i>
GVLE 010	Environmental non-conformances	<i>Employer</i>
GVLE 002	Environmental spillage management procedure	<i>Employer</i>
GVLIR 0007	Safety, Healthy and Environmental Specifications for Contractors	<i>Employer</i>
	Eskom Cardinal Rules	<i>Employer</i>
	Site Regulations	<i>Employer</i>
EST0002	Eskom Approval of Personnel Performing Quality Related	<i>Employer</i>
EST0005	Special Processes on Eskom Plant	<i>Employer</i>
GG0462	Quality Requirement for Engineering and Construction Work In Generation	<i>Employer</i>
Procedure UI:32 - 93	Vehicle Specifications Refer to the Eskom Vehicle and Driver Safety Management, with specific reference to par. 2.2.1 – 5, 2.2.6 – 2.2.12, 2.2.15, 2.4.3, 2.4.6 and 2.7.1	<i>Employer</i>

#### 4.3.2 Correction of defects

The *Contractor* corrects the notified defects as per the employer's instruction, and the employer will further advise on the repair method to be used

#### 4.3.3 *Contractor's* procurement of Plant and Materials

The *Contractor* will present a list of all requirements to the *Service Manager* at the end of each month for approval. Once approval is received, the *contractor* will purchase the requirement via signed Task Orders.

#### 4.3.4 Tests and inspections before delivery

N/A

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

The *Contractor* will be allowed the use of the facilities of the employer's main workshop for the purpose of work to be done under this contract. The *Contractor* will be required to facilitate the arrangements with the workshop supervisor if he wants to use the workshop.

The *Contractor* is only allowed to make use of the *Employer's* facilities for the sole purpose of work performed under this contract.

All other tools and or material not stated here will be part the *contractor's* scope of supply.

#### 4.3.6 Cataloguing requirements by the *Contractor*



N/A

## 5 Working on the Affected Property

The *Contractor* complies with all site regulations issued by the *Employer*.

All work valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order

The *Contractor* may use the Equipment he sees fit for the purpose as long as the use thereof does not damage or interfere with any Plant, building or roads. All equipment used shall be in good order and comply with all the relevant safety rules and regulations.

The *Contractor* and his employees are required to conduct themselves at all times in a proper and orderly manner while on the *Employer's* premises. The *Contractor* and his employees will, in particular, be required to refrain from smoking and cooking on the *Employer's* premises. It must be noted that the *Employer* will take immediate steps to institute criminal investigation in the events of any suspected criminal acts e.g. theft etc.

The *Contractor* is required to clean and remove any debris and rubble arising from any work done under any agreement originating from this Contract to ensure that the *Employer's* premises are left in a clean condition after doing any work. All building debris will be dumped at a dedicated site identified by the *employer*.

No asbestos-based products to be used in supplied materials or form part of any temporary works or plant and equipment brought onto the site.

The *Contractor* and its employees required to work onsite must first obtain the required access permit for site before commencing any work. This is obtained by completing a site specific induction, medical and associated paper work. No vehicles will be allowed access to site unless this has been pre-approved by the Project Manager / Security and a valid permit for vehicle access has been issued.

Only parts that meet the original manufacturer's requirements shall be used. The *Contractor* will be required to be accredited by the SABS to be able to issue the valid calibration certificates

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

#### Site Regulations

The *Contractor* provides security necessary for the protection of the Works at all times until the completion of the whole of the works.

The *Contractor* is informed of the access procedure though site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Grootvlei site pass through the control points at the main access gate and are required to have temporary permits that are issued to *Contractors* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

If any *Contractor's* staff are transferred from Grootvlei or leave site. The person's permit is handed over to the supervisor. The *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

No firearms, weapon, alcohol, illegal substances and camera's (including cell phones with cameras) are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

No "private work" is carried out for or on behalf of any Eskom employee.

The generator area and the other units are barricaded and out of bounds and only authorized persons are permitted. Areas outside the site are out of bounds to the *Contractor's* staff.

Under no circumstances shall the *Contractor* recruit outside Grootvlei Power Station's security gate. An applicable local office for recruitment shall be used.

Note that the speed limit on the site is 40 kph. The vehicle permits to enter Power Station of any person contravening any traffic act on site is cancelled.

The *Contractor* complies with the Grootvlei site regulations, a copy of which is available of perusal at the Project Manager's offices.

Any subject within the authority of the *Service Manager* may be addressed by a site regulation.

Before work starts on site, an inaugural meeting is held with the *Contractor* and the Project Manager to explain all requirements of the site regulations.

The *Contractor* is issued with file of current site regulations on arrival. The file remains the property of the *Service Manager* and the *Contractor* is responsible for its maintenance and updating as revised regulations are issued by the project manager.

#### **Permits**

The *Contractor* allocates staff to be trained and authorized as responsible persons according to *Employer's* plant safety Regulations and highly Voltage Regulations. These Responsible persons are available on site as and when required to take out permits to work.

No work commences inside the plant without the acceptance of the permit to work by the *Contractor's* responsible person and all workers sign the workman's register.

### **5.2 People restrictions, hours of work, conduct and records**

It is very important that the *Contractor* keeps records of his people working on the affected property, including those of the subcontractors. The *Service Manager* shall have access to them at any time these records may be needed when assessing compensation events.

### **5.3 Health and safety facilities on the Affected Property**

The *Contractor* provides, at his own cost, a First Aid service to his employees. In a case where this proves to be inadequate, like in an event of a serious injury. The *Employer's* medical centre and facilities will be available to help.

The *Contractor* appoints the safety officer for all the safety related issues associated with works.

Outside the *Employer's* office hours, the *Employer's* First Aid services will only be available for serious injuries and life threatening situations.

The *Employer* will be entitled to recover the costs incurred, for the use of the above *Employer's* facility.

Any incidents that occur on the *Employer's* site shall be immediately reported to the *Employer*.

#### **5.4 Environmental controls, fauna & flora**

The *Contractor* manages the environmental aspects as follows, all drainage channels, pipes, workshop and mobile equipment are kept clean at all times. The *contractor* maintains the boiler associated structures for boiler 1-6 with all its facilities in a sound condition and ensures that it remains in the same condition as received and hands it back in the to the *Employer* in the same condition.

#### **5.5 Cooperating with and obtaining acceptance of Others**

The *Contractor* co-operates with Others in obtaining and providing information which they need in connection with the service and shares the Affected Property with them.

#### **5.6 Records of Contractor's Equipment**

All materials, Tools and Equipment's brought onto site are the responsibility of the *Contractor*, and shall comply with the *Employer's* policies and procedures. A proper system of recording these materials, tools and equipment must be in place and submitted for approval by the *Service Manager*. Differentiation must be made between materials, tools and equipment owned or hired by the *Contractor*.

Any Equipment, or appliances, used by the *Contractor* conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any Equipment which, in the opinion of *Service Manager*, does not conform.

#### **5.7 Equipment provided by the Employer**

The *Contractor* may use any Equipment he sees fit for the purpose as long as the use thereof does not damage or interfere with any Plant, buildings or roads. All equipment used shall be in good order and comply with all the relevant safety rules and regulations.

#### **5.8 Site services and facilities**

##### **5.8.1 Provided by the Employer**

##### **Electricity**

All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the Project Manager.

No connection is made to the permanent installation at the Power Station without prior acceptance of the Project Manager.

No guarantees of the power supply quality are given and power supply outages of some duration may occur without warning. Planned outages are also a possibility. The *Contractor* makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason.

220 and 380V power source will be available near the off –terrace site area .it is the *Contractor's* responsibility to connect to this power source and obtain statutory certificate of compliance for such a connection or installation. The use of this power supply is used to cater for the *Contractor's* office requirements and is not to be used for any construction purpose construction power is available to the *Contractor* within the main turbine and boiler house.

All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* shall comply with all relevant safety regulations and equipment's. Failure to comply with the safety requirements may lead to immediate disconnection.

The *Contractor* shall provide, at his own expense, all temporary wiring and cabling to lead power from point of supply of distribution boards, to the various points where it is required, maintain same and remove of completion.

#### **Compressed Air**

Compressed air is available for the works. The variation of pressure in the air supply and or breakdown in the supply shall not be grounds for an extension of time or compensation if it causes a delay.

#### **Water**

The *Employer* provides a water connection point at the *Contractor's* off –terrace site yard. The *Contractor* provides at his own cost. All connection fitting, pipe work, temporary plumbing and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required. The *contractor* is responsible to maintain these facilities and to remove it at completion of the works.

The Project Manager does not guarantee continuity of supply and *Contractor* makes his own provision for standby supplies to maintain continuity of work. Claims of any nature relating to discontinuity of water are not considered.

#### **Telecommunication**

The *Contractor* provides his own Telecommunication facilities.

#### **Roads**

Main access roads are surfaced and complete and may be used by the *Contractor* with the necessary care; The *Employer* maintains the site roads, described above, to a fair condition. Any costs incurred by the Project Manager from damage caused to underground services, structures and the like as a result of the *Contractor* not using the prescribed routes, is recovered from the *Contractor*.

The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the supervisor.

#### **Sanitary facilities**

The *Contractor's* personnel are expected to make use of the station terrace sanitary facilities. The *Contractor* provides additional facility as required at own cost.

#### **Medical facility**

The *Contractor* provides, at his cost a first Aid service to his employees in the case where these prove to be inadequate, like in the event of a serious injury, The *Employer's* medical centre will be available.

Outside the *Employer's* office hours, The *Employer's* first Aid services will only be available for serious injuries and life threatening situations.

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

#### **Safety and accident prevention**

The *Contractor* will be familiar with the comply with Grootvlei Power Station's safety policies and procedures .furthermore, the *Contractor* will comply with the provisions of the occupational health and safety act and in particular, the provisions of the construction regulations.

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measure to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Contractor* will report any incident and accidents to Grootvlei Power Station within 24 hours.

NOTE! This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the occupational Health and Safety Act. And compensation for occupational injuries and diseases Act.

#### **Confidentiality**

This document in its entirety is for the sole use of the *Employer*. No part of this document may be discussed, Distributed, disseminated, copied or transmitted in any form to any third party without the prior consent of *Employer*.

#### **Reclamation yard**

Reclamation yard for concrete debris and rubble is situated 4km from the site area. The *Employer* shall ensure that the *Contractor* knows all the different reclamation yards for different wastes (i.e. Scrap, metal, etc.).

#### **5.8.2 Provided by the *Contractor***

The *Contractor* provides accommodation and transport for all his employees engaged in the execution of the works. This includes the needs of his subcontractors.

### **5.9 Control of noise, dust, water and waste**

All *Contractor* employees shall make use of relevant personal protective equipment (e.g. Noise-ear plugs & ear muffs, Dust- dust mask, Waste-Ensure that hazardous waste are disposed off in line with the applicable environmental legislation)

### **5.10 Hook ups to existing works**

The *Contractor* shall adhere to all Eskom cardinal rules

### **5.11 Tests and inspections**

#### **5.11.1 Description of tests and inspections**

The *Contractor* shall do all inspections covered by the scope of work

#### **5.11.2 Materials facilities and samples for tests and inspections**

N/A

## 6 List of drawings

### 6.1 Drawings issued by the *Employer*

Limited list of drawings and plant documents can be obtained from the *Employer's* documentation Centre.