



## NEC3 Term Service Contract (TSC3)

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

and

for **Provision for Supply, Installation and Repairs of  
Cables Contract at Kusile Power Station**

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

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## **PART C1: AGREEMENTS & CONTRACT DATA**

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**Contents:**

**No of  
pages**

**C1.1 Form of Offer and Acceptance**

**C1.2a Contract Data provided by the *Employer***

**C1.2b Contract Data provided by the *Contractor***

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# C1.1 Form of Offer & Acceptance

**Offer**

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

**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	The offered total of the Prices exclusive of VAT is	<b>As per Price List</b>
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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:

## 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)

**Mr J Bore**

Capacity

**General Manager: Kusile Power Station**

for the Employer

**Eskom Holdings SOC  
Kusile Power Station  
R545 KENDAL/BALMORAL RD  
HAARTEBEEFONTEIN FARM  
WITBANK  
1035**

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	N/A	N/A

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 \_\_\_\_\_

**Ms J Bore**

Capacity \_\_\_\_\_

**General Manager: Kusile Power Station**

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

**Eskom Holdings SOC  
Kusile Power Station  
R545 KENDAL/BALMORAL RD  
HAARTEBEEFONTEIN FARM  
WITBANK  
1035**

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	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>1</sup> (TSC3)	

10.1 The *Employer* is (name): **Eskom Holdings SOC Ltd (reg no:**

<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)

		<b>2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 800 8111</b>
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	<b>Bongekile Makini</b>
	Address	<b>Kusile Power Station</b>
	Tel	<b>+27 13 295 9336</b>
	Fax	<b>+27 86 538 8418</b>
	e-mail	<b>MakiniBA@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>In the scope of work 240-134458848</b>
11.2(13)	The <i>service</i> is	<b>Kusile Power Station Supply, Installation and Repairs of Cables</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Safety, Health, Environment and Quality Financial risks Technical risks Skills and competencies Supply related risks</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>One week</b>
2	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks before the Contract start Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>1 September 2020</b>
30.1	The <i>service period</i> is	<b>3 years</b>
4	<b>Testing and defects</b>	<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</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25<sup>th</sup> day of each successive</b>

		month.
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks.</b>
51.4	The <i>interest rate</i> is	<p><b>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</b></p> <p><b>(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.</b></p>
<b>6</b>	<b>Compensation events</b>	<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</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<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</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>To be determined</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>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).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>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)</b>



83.1	The <i>Contractor</i> provides these additional insurances:	<b>None</b>
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	<b>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_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></b>
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	
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:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
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:	<b>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)..</b>
<b>9</b>	<b>Termination</b>	<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.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<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	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>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.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	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	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>															
<b>12</b>	<b>Data for secondary Option clauses</b>																
<b>X1</b>	<b>Price adjustment for inflation</b>																
X1.1	The <i>base date</i> for indices is  The proportions used to calculate the Price Adjustment Factor are:	[•].  <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>10</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td>1.00</td> <td colspan="2"></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	10	non-adjustable		1.00		
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<b>X2</b>	<b>Changes in the law</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.															
<b>X17</b>	<b>Low service damages</b>																
X17.1	The <i>service level table</i> is in	<b>Contract Data</b>															
<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	<b>R0.0 (zero Rand)</b>															
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	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b> <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>															
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <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</li> </ul> <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>															
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	<b>the total of the Prices other than for the additional excluded matters.</b>															

	the excluded matters, is limited to	<p><b>The Contractor's total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the Contractor is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the Employer's property, Plant and Materials),</li> <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	<b>6 months after the end of the service period.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The Contractor submits a Task Order programme to the Service Manager within	<b>4 days of receiving the Task Order</b>
<b>Z</b>	<b>The additional conditions of contract are</b>	<b>Z1 to Z11 always apply.</b>

**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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

## Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z6 Waiver and estoppel: Add to core clause 12.3:**

Z6.1 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.

**Z7 Health, safety and the environment: Add to core clause 27.4**

Z7.1 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.

Z7.2 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.

**Z8 Provision of a Tax Invoice and interest. Add to core clause 51**

Z8.1 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.

Z8.2 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.

Z8.3 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.

**Z9 Notifying compensation events**

Z9.1 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.

**Z10 Employer’s limitation of liability**

- Z10.1 The *Employer’s* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

**Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

- Z11.1 or had a business rescue order granted against it.

**Z12 Supplier Development and Localazation**

**Local development objectives (obligations)**

“Local to site “means all areas that fall within 50km radius from the Project site (Kusile Power Station) and/ or Nkangala District / Mpumalanga Province.

The Contractor is obligated to execute a following negotiated SD&L Requirements with the Employer for purposes of operating and maintaining the works under the Engineering Construction Contract for the term as more fully provided for in the Term Service Contract.

<b>Criteria</b>	<b>Eskom’s target</b>	<b>Proposal</b>
Local content	100%	100%
Procurement from Local to site	30%	%

- scope from the previously disadvantaged Local to site communities that are within 50km radius to the Kusile Power Station or Nkangala District Municipality or Mpumalanga Province; and follow a recruitment process agreed upon between the Employer and the Contractor.

**B-BBEE Compliance**

**Reporting**

The Required B-BBEE Recognition Level compliance reporting to be done in terms of the requirements of 32-1033 on Company Status Evaluation within three (3) months after contract award then on a Yearly basis thereafter.

- Reporting Month
- Contract title and Contract number

The Contractor will be required

- to provide a high level Supplier Development & Localisation plan implementation plan which stretches for the duration of the contract within three month of contract award.
- to provide a detail quarterly procurement forecast to Eskom for monitoring & tracking.
- to provide an explanation and action plan for deviation from the proposed plan.

Correctness of the figures can be audited / verified at any time by an Eskom Representative from Supplier Development & Localisation, the Related Project or a Procurement official

## **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.]

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: Responsibilities: Qualifications: Experience:	
		<b>CV's (and further key person's data including CVs) are in .</b>

<b>A</b>	<b>Priced contract with price list</b>
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11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is <span style="float: right;"><b>R</b></span>
<b>C</b>	<b>Target contract with price list</b>
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is <span style="float: right;"><b>R</b></span>
<b>E</b>	<b>Cost reimbursable contract</b>
11.2(12)	The <i>price list</i> is in

## PART 2: PRICING DATA

### TSC3 Option A

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
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:

<b>Identified and defined terms</b>	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"><li>• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>• 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.</li></ul>
		(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 NO.	DESCRIPTION	Unit of Measure	Estimated Qty	Unit Price	Total price
1.0	<b>Supply and Installation</b>				
1.1	Supply, Installation and Repairs of Cables at Kusile Power Station	Item	1		
2.0	<b>Site Establishment</b>				
2.1	Facilities for the Contractor:				
2.1.1	Lockable Containers (2 of size 3m x 12m) including Aircon and Delivery	No	2		
2.1.2	PPE ( Issued twice a year over 3 years contract period for 5 workers )	No	6		
2.1.3	Inductions and Medicals ( Once a year for the 3 years contact period for 5 workers )	No	3		
2.1.4	Materials Storeroom (3.5m x 6m)	No	1		
2.1.5	Ablution and toilet facilities	Sum	1		
2.1.6	Tools and testing equipment	Sum	1		
2.1.7	Water supply and electric power (connection to existing supply)	Sum	1		
2.1.8	Safety File	Item	1		
3.0	<b>Labour ( 5 workers over 36 Months period )</b>				
3.1	Electrician ( 20 hours per month)	Hours	720		
3.2	Boilermaker ( 10 Hours in 3 month)	Hours	90		
3.3	3 General workers ( 20 hours per month )	Hours	2160		
3.4	Transport (5 workers)	Months	36		

**Types of cables to be supplied**

Item No.	Descriptions	Unit	Qty	Unit	Total
1.0	CU 120mm <sup>2</sup> (Marked) 1C PVC REO PVC(LH) BLK/BLU • LOHAL SANS 1507 +	m	300		
2.0	CU 150mm <sup>2</sup> (Marked) 1C PVC RED PVC(LH) BLK/BLU • LOHAL SANS 1507 + ESKOM 32 -1272 60D/1000V	m	300		
3.0	CU 185mm <sup>2</sup> (Marked) 1C PVC RED PVC(LH) BLK/BLU • LOHAL SANS 1507 +	m	300		
4.0	CU 240mm <sup>2</sup> (Marked) 1C PVC RED PVC(LH) BLK/BLU • LOHAL SANS 1507 + ESKOM 32 •1272 600/1000V	m	300		
5.0	CU 500mm <sup>2</sup> (Marked) 1C PVC RED PVC(LH) BLK/BLU • LOHAL SANS 1507 +	m	300		
6.0	CU 4mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM) • SANS 1507 60D/1000V LOHAL	m	500		
7.0	CU 35mm <sup>2</sup> 3C SH PVC (Marked) PVC(LH) BLKIBLU (ESKOM) • SANS 1507 600/1000V LOHAL	m	500		
8.0	CU 70mm <sup>2</sup> (Marked) 3C SH PVC (Marked) PVC(LH) BLK/BLU (ESKOM) • SANS 1507 600/1000V LOHAL	m	500		
9.0	CU 2.5mm <sup>2</sup> 4C PVC (Marked) PVC(LH) BLK/BLU (ESKOM) • SANS 1507 600/1000V LOHAL	m	500		
10.0	CU 35mm <sup>2</sup> 4C PVC (Marked) PVC(LH) BLKIBLU (ESKOM) • SANS 1507 600/1000V LOHAL	m	500		
11.0	CU 70mm <sup>2</sup> 4C PVC (Marked) PVC(LH) BLKIBLU (ESKOM) • SANS 1507 600/1000V LOHAL	m	300		
12.0	CU 95mm <sup>2</sup> 4C PVC (Marked) PVC(LH) BLKIBLU (ESKOM) • SANS 1507 600/1000V LOHAL	m	300		
13.0	CU 1.5mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM)- SANS 1507 600/100DV LOHAL	m	500		
14.0	CU 2.5mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM)- SANS 1507 600/100DV LOHAL	m	500		
15.0	CU 4mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM)- SANS 1507 600/100DV LOHAL	m	500		
16.0	CU 6mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM)- SANS 1507 600/100DV LOHAL	m	500		
17.0	CU 10mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM)- SANS 1507 600/100DV LOHAL	m	500		
18.0	CU 16mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM)- SANS 1507 600/100DV LOHAL	m	500		

19.0	CU 120mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM)- SANS 1507 600/100DV LOHAL	m	300		
20.0	CU 185mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM)- SANS 1507 600/100DV LOHAL	m	300		
21.0	CU 240mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM)- SANS 1507 600/100DV LOHAL	m	300		
22.0	CU 400mm <sup>2</sup> 3C PVC (Marked) PVC(LH) SWA PVC(LH) BLK/BLU (ESKOM)- SANS 1507 600/100DV LOHAL	m	300		
23.0	CU 16mm <sup>2</sup> 4C SH PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU (ESKOM) SANS 1507 600/1000V LOHAL	m	500		
24.0	CU 25mm <sup>2</sup> 4C SH PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU (ESKOM) SANS 1507 600/1000V LOHAL	m	500		
25.0	CU 35mm <sup>2</sup> 4C SH PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU (ESKOM) SANS 1507 600/1000V LOHAL	m	500		
26.0	CU 70mm <sup>2</sup> 4C SH PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU (ESKOM) SANS 1507 600/1000V LOHAL	m	500		
27.0	CU 6mm <sup>2</sup> PVC BLK PVC(LH) GRN/YEL SDI - SANS 1507 600/1000	m	500		
28.0	CU 16mm <sup>2</sup> PVC BLK PVC(LH) GRN/YEL SDI - SANS 1507 600/1000 HOUSE WIRE.	m	1000		
29.0	CU 25mm <sup>2</sup> PVC BLK PVC(LH) GRN/YEL (ESKOM BVV01KCM) SDI - SANS 1507 600/1000 SINGLE MAIN.	m	1000		
30.0	CU 35mm <sup>2</sup> PVC BLK PVC(LH) GRN/YEL SDI - SANS 1507 600/1000 SINGLE MAIN.	m	1000		
31.0	CU 70mm <sup>2</sup> PVC BLK PVC(LH) GRN/YEL SDI - SANS 1507 600/1000 SINGLE MAIN.	m	1000		
32.0	CU 2.5 mm <sup>2</sup> 3C PVC (Marked) PVC (LH) BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL	m	500		
33.0	CU 1.5 mm <sup>2</sup> 3C PVC (Marked) PVC (LH) BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL	m	500		
34.0	CU 10 mm <sup>2</sup> 3C PVC (Marked) SWA PVC (LH) BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL	m	500		
35.0	CU 50 mm <sup>2</sup> (Marked) 3C SH PVC (Marked) SWA PVC (LH) BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL	m	500		
36.0	CU 1.5 mm <sup>2</sup> 3C PVC (Marked) PVC (LH) BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL	m	500		
37.0	CU 4mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL	m	500		
38.0	CU 6mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL	m	500		
39.0	CU 6mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL	m	500		



40.0	CU 10mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL	m	500		
41.0	CU 4mm <sup>2</sup> 3C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL CONTROL CABLE	m	500		
42.0	CU 6mm <sup>2</sup> 3C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL CONTROL CABLE	m	500		
43.0	CU 25mm <sup>2</sup> 3C PVC (Marked) PVC (LH) SH PVC (LH) BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL CONTROL CABLE	m	500		
44.0	CU 25mm <sup>2</sup> 3C PVC (Marked) PVC (LH) SH PVC (LH) BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL CONTROL CABLE	m	500		
45.0	CU 50mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SH PVC (LH) BLK/BLU (ESKOM) SANS 1507 SANS 1507 600/1000 LOHAL CONTROL CABLE	m	500		
46.0	CU 35mm <sup>2</sup> 3C PVC XLPE IS (0.2) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 3.8/6.6 KV	m	300		
47.0	CU 70mm <sup>2</sup> 3C PVC XLPE IS (0.2) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 3.8/6.6 KV	m	300		
48.0	CU 95 mm <sup>2</sup> 3C PVC XLPE IS (0.2) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 3.8/6.6 KV	m	300		
50.0	CU 95 mm <sup>2</sup> 3C PVC XLPE IS (0.2) PVC (LH) SWA BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 3.8/6.6 KV	m	300		
51.0	CU 185 mm <sup>2</sup> 3C PVC XLPE IS (0.2) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 3.8/6.6 KV	m	300		
52.0	CU 300 mm <sup>2</sup> 1C PVC XLPE IS (0.2) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 3.8/6.6 KV	m	300		
53.0	CU 95 mm <sup>2</sup> 3C PVC XLPE IS (0.1) PVC (LH) SWA BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 12.7/22KV	m	300		
54.0	CU 120 mm <sup>2</sup> 3C PVC XLPE IS (0.1) PVC (LH) SWA BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 12.7/22KV	m	300		
55.0	CU 70 mm <sup>2</sup> 1C PVC XLPE CUT (0.3) PVC (LH) SWA BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 12.7/22KV	m	300		
56.0	CU 95 mm <sup>2</sup> 1C PVC XLPE CUT (0.3) PVC (LH) SWA BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 12.7/22KV	m	300		
57.0	CU 150 mm <sup>2</sup> 3C PVC XLPE CUT (0.3) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 12.7/22KV	m	300		
58.0	CU 240 mm <sup>2</sup> 1C PVC XLPE CUT (0.2) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 12.7/22KV	m	300		

59.0	CU 300 mm <sup>2</sup> 1C PVC XLPE CUT (0.2) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 12.7/22KV	m	300		
60.0	CU 400 mm <sup>2</sup> 1C PVC XLPE CUT (0.2) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 12.7/22KV	m	300		
61.0	CU 500 mm <sup>2</sup> 1C PVC XLPE CUT (0.2) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 12.7/22KV	m	300		
62.0	CU 50 mm <sup>2</sup> 1C PVC XLPE IS (0.2) PVC (LH) BLK/BLU VULTEX SANS 1339 TYPE B + ESKOM 34 -1624 3.8/6.6 KV	m	300		
63.0	CU 95 mm <sup>2</sup> (Marked) 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU LOHAL SANS 1507 + ESKOM 32 - 1272 600/1000 KV	m	300		
64.0	CU 6mm <sup>2</sup> (Marked) 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU SANS 1507 + ESKOM 32 - 1272 600/1000 KV LOHAL	m	500		
65.0	CU 150mm <sup>2</sup> (Marked) 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU LOHAL SANS 1507 + ESKOM 32 - 1272 600/1000 KV	m	500		
66.0	CU 150mm <sup>2</sup> (Marked) 4C PVC (LH) SWA PVC (LH) BLK/BLU SANS 1507 + ESKOM 32 - 1272 600/1000 KV	m	300		
67.0	CU 2.5mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU SANS 1507 + ESKOM 32 - 1272 600/1000 KV LOHAL	m	500		
68.0	CU 70mm <sup>2</sup> (Marked) 4C SH PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU SANS 1507 + ESKOM 32 - 1272 600/1000 KV LOHAL	m	500		
69.0	CU 4mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU SANS 1507 + ESKOM 32 - 1272 600/1000 KV LOHAL	m	500		
70.0	CU 35mm <sup>2</sup> (Marked) 4C SH PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU SANS 1507 + ESKOM 32 - 1272 600/1000 KV LOHAL	m	500		
71.0	CU 4mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU SANS 1507 + ESKOM 32 - 1272 600/1000 KV LOHAL	m	500		
72.0	CU 1.5 mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU SANS 1507 + ESKOM 32 - 1272 600/1000 KV LOHAL CONTROL CABLE	m	500		
73.0	CU 1.5 mm <sup>2</sup> 3C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/BLU SANS 1507 + ESKOM 32 - 1272 600/1000 KV LOHAL CONTROL CABLE	m	500		
74.0	CU 2.5mm <sup>2</sup> 3C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	500		
75.0	CU 2.5mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	500		
76.0	CU 4mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	500		

77.0	CU 6mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	500		
78.0	CU 10mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	500		
79.0	CU 16mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	500		
80.0	CU 25mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	500		
81.0	CU 35mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	300		
82.0	CU 50mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	300		
83.0	CU 70mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	300		
84.0	CU 120mm <sup>2</sup> 4C PVC (Marked) PVC (LH) SWA PVC (LH) BLK/RED SANS 1507 + ESKOM 32 - 1272 600/1000 KV FRYGARD	m	300		

## C3: Scope of Work

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## C3.1 Service Information

### 1. Description of the service

#### 1.1 Overview

The contractor will be responsible for supply, installation and repairs of all cables at Kusile Power Station. The service provider supply, installation and repairs of cables as and when required as per the SOW below:

#### A. Supply, installation and repairs of cables

- a. The works is the supply; delivery and installation of electrical cables and equipment as listed "as and when required basis" at all plant that is related to Kusile Power Station and its boundaries.
- b. Repair cable faults by means of cable joints, cable terminations and or cable replacement.
- c. Remove the redundant power cabling as per cable schedules or identified by others.
- d. Supply and install new cable racks as and when required:
- e. Note the rates for all galvanized materials use for erecting the required new racking, must include the cost of designing such racking.
- f. Supply, deliver & install new cabling, cable joints & termination kits as and when required.
- g. Remove all resins, bitumen etc. from cable terminations and replace the same as and when required
- h. Install, test, repair, earthing as and when required on all Units and common Plants as and when required: Braided bare stranded copper earth for interconnecting main earthing on racks, etc.
- i. Repair install conduiting as and when required
- j. Repair, test, trace and join all 15kV, 6.6 kV, 400V, 220V, 110V cables as and when required
- k. Re-terminate existing cable ends previously disconnected (by others) as & when required.
- l. All Cables 15kV, 6.6 kV, 400V, 220V, 110V installed in Kusile Power Station, repaired and removed MUST be tested first, the test results MUST be within the specification and the employer must accept the result first before any work can continue.
- m. All repaired and installation must cables must be test after repairs are carried out.
- n. All cables, joints and terminations supplied, must be in accordance with all applicable standard and specification. Issue Certificate of Compliance for the work done.
- o. All terminations and jointing to include ferrules, lugs, tapes and associated consumables
- p. The Contractor must also provide knowledge on other plant falling within his field of expertise.
- q. Labelling of cables: Cable number tags to identify cable as per requirements and colour coding
- r. Excavation in all classes of material not exceeding 2000mm deep for cable trench, sleeve pipe, etc. including risk of collapse, keeping free of water, river sand bed backfilling, compacting and disposal of surplus material, all to the Engineer's specification.
- s. Excavation by hand in all classes of material not exceeding 2000mm deep for cable trench, sleeve pipe, etc. including risk of collapse keeping free of water, river sand bed backfilling, compacting and disposal of surplus material, all to the Engineer's specification
- t. Re-excavation over existing cables, pipes and sleeves, etc. in soft material not exceeding 2000mm deep for cable trench, sleeve pipe, etc. including risk of collapse, keeping free of water, river sand bed backfilling, compacting and disposal of surplus material, all to the Engineer's specification
- u. For every excavation work, removal of concrete, digging of trenches must be replaced
- v. Trenches standards will be adhered to by the contractor.

- w. A short list of most used cable types as per background report at Kusile Power Station, as agreed by the contractor and project manager/ Eskom personnel will be kept in contractors store room, and this will be discussed after contract is awarded and signed, on a meeting put in place by Eskom personnel
- x. All old cables removed belong to Eskom and will not be removed off-site.
- y. The Employer reserves the right to have any of the Contractors personnel removed off site without any compensation to the Contractor in the event of Contractor's personnel being in contravention with the OHS Act or any of the Employer's rules, regulations and procedures.
- z. The Employer reserves the right to request disciplinary/corrective action if, and when required
- aa. The contractor will operate under direct instructions of Employer.
- bb. The contractor will provide all safety apparel, safety equipment and cleaning materials to comply with construction regulations
- cc. Repair work to commence on exact time agreed between contractor and Employer and the contractor on this plan of action.
- dd. After hours and during weekends all call-outs instruction to contactor will be made through EOD Control room and Contractor should report to EOD control room personally prior to commencement of work, and a register provided by Eskom will be signed at the beginning of work and signed off on completion of work.
- ee. The permit to work system applies at all times before work can commence, LAR will be signed before any activity can commence in the plant.
- ff. All HV joints and terminations must be pressure tested after work is completed.
- gg. Supply and deliver new copper busbars when required.
- hh. Supply and deliver new of copper flexibles when required.

## **B. Work preparation and work management**

- a) Adhere to work management system SAP PM.
- b) Adhere to Eskom plant safety regulations (PSR and ORHVS).
- c) Risk assessment shall be done and documented/filed for each task.
- d) Safe work procedures or temporary work procedures shall be available and used for each job.
- e) Job observation shall be done on agreed frequencies.
- f) All documentation required to complete work shall be referenced and filed for future reference (Test results, reports, drawings etc.) All documentation to be completed and filed (test sheets, test results, technical reports, drawings etc.)
- g) The contractor must ensure that he maintains a 24hours standby roster at all times.
- h) Ensure compliance to PSR and ORHVS before any work commence.
- i) Perform toolbox talks, discuss and fill risk assessment, ensure you're in possession of the correct drawings, correct check sheet, correct work procedure, correct QCP's and you're at the correct plant.
- j) Attend various meetings. (Safety, Production, Maintenance, Commissioning etc.)
- k) The contractor must identify all potential hazardous tasks in the Works Information and prepare safe working procedures to issue to his staff before any work will start.
- l) The contractor must familiarize himself with the works and must make available his specific "housekeeping" action plans to ensure that the working areas and surroundings are kept safe and tidy during the duration of the works.
- m) The contractor must provide all the required PPE to his staff before the work will start.
- n) The contractor must ensure that all the necessary induction has been done before any work will start.

- o) The contractor must ensure before any work is carried out, the correct equipment and hand tools are available to his staff and that it is in a good and safe working condition and complying with all OHSA requirements.
- p) The contractor must provide proof that toolbox talks have been held and a workers register must always be available and kept on date and reported to the Employer on a required basis.
- q) The contractor must ensure that on a daily basis the agreed safety and housekeeping are upheld and that it is reported to the Employer on a required basis.
- r) The contractor must assist the Security Department by providing a name list and copies of identity documents for all the workers at least one day before site establishment.

### **C. Standby services**

- a) The Contractor shall ensure that staff with adequate expertise is available to manage plant issues on a 24 hour standby service.
- b) The Contractor's response time to a callout shall be one hour from the time the person on standby is officially notified until the time that person arrives on site.
- c) The Contractor's 'Technical Support Service' staff shall be available as advisory back-up to assist on instances where the staff on site is struggling to solve any technical problem.

### **D. Conditions**

- a) Please note that the equipment will only form part of the works once the respective area has been commissioned and handed over to the Eskom Generation.
- b) The contractor shall carry out the work in accordance with the works order papers supplied to him and returns all necessary documents duly completed for entry into SAP PM Module for plant history.
- c) All stand-alone reports on the work done, tests performed or modifications carried out shall be submitted to the contract supervisor not later than 7 days after completion of the work.
- d) Maintenance procedures must be consistent with best practices and must be available in an accessible format on-site for and stored in SAP PM.
- e) The contractor will be responsible for reviewing equipment requirement, leakage and spillage control on all responsible plant areas.
- f) The works may include the use of hazardous substances during normal and routine maintenance activities.
- g) The employer may request the contractor to ensure that an accurate description of spare parts is maintained in the employer's stores and the contractor will inform the Employer of any changes.
  - i. Spares required for maintenance.
  - ii. Minimum number of spares kept for emergency.

### **E. Continuous Improvement**

- a) The Contractor shall implement a program of continuous improvement to optimise Plant performance and reduce system and equipment failures.
- b) The Contractor shall participate in improvement programs and root cause investigations/analysis as stipulated by the Employer.
- c) The Contractor shall participate in improvement programs pertaining to plant equipment.

### **F. Eskom Cabling Standards**

The following specifications and guidelines will form an integral part of this contract, these documents can be made available to the Contractor:

- i. **36 – 942: Arc Flash Protection Specification**
- ii. **GSS 0456 :Standard for electronic protection and fault monitoring equipment for power systems**
- iii. **GSS 0456 : Specification for LV Switchgear and control gear assemblies and associated equipment for voltages up to and including 1000V and 1500V DC**
- iv. **GVLIR 0007 – Safety health and environment Specifications for Contractors.**
- v. **414 - 32 Rev 0: Kusile Maintenance User Requirement Specification**
- vi. **GGSS 1181: Specification for chemical product and material used in a power plant**
- vii. **National Environmental Management Act 107 of 1998**
- viii. **Occupational Health and Safety & Regulations Act 85 of 1993**

More specifications are listed on the Scope of Work **240-134458848** and the Contractor shall comply to all these specifications.

## **G. General**

- a) The contractor shall carry out all plant activities as per the Works Management Process.
- b) The contractor shall ensure that the work area is kept clean on completion of any work done.
- c) The contractor shall execute the works within the times stipulated on the works order.
- d) The employer is to schedule all maintenance tasks.
- e) The contractor shall ensure that any witness, hold points are strictly adhered to.
- f) Before work starts on site, an inaugural meeting is held with the contractor and the employer, to explain in details all the requirements of the site regulations.
- g) The contractor will be issued with a file of current site regulations on arrival. The file remains the property of the employer.
- h) The Employer and Contractor in this SOW shall commit towards the following;
  - i. Retention of critical skills
  - ii. Continuous cost reduction
  - iii. Safety ,Health & Environment
  - iv. Transfer of Operational experience and skills
- i) Performance is measured by the Employer against those areas which contribute to the Employer's business.
- j) Areas of measurement include the Employer's key business indicators and will be redefined from time to time.
- k) The Contractor is to ensure that any service rendered does not interfere with the Employer's scheduled work and should align himself with the Employer's work control process.
- l) Should the Employer become aware of any changes to the activity schedule (programme of notifications), the Employer may issue the Contractor with a revised programme.
- m) The contract entered into with the Contractor is non-exclusive and work against this contract can only be performed upon receipt of a task order.
- n) All works will be subject to anytime inspection from the Employer.
- o) Please note that equipment will only form part of the works once the respective area has been commissioned and handed over to Generation.
- p) The Contractor maintains all year round an agreed base crew at Kusile Power Station which is supervised by the contractor with any changes to the crew being negotiated and agreed upon with the Employer.
- q) Any tests done on the cables as defined by the Employer, the Contractor shall supply the Employer with proof of such tests.



- r) The contractor shall ensure the integrity of Plant labelling and that deficiencies with regards to plant labelling is reported immediately.
- s) All contractors must ensure they have responsible persons (in terms of PSR) for any work performed on the plant. This will require individuals to successfully complete a written and oral examination for the relevant regulation based on the Plant Safety Regulations. All maintenance technically qualified (above semi-skilled) contractors will be trained and authorised (in terms of PSR) within 3 months of contract award date. Training will be supplied by the Employer.

**H. Manpower Requirements**

The number of maintenance staff required to execute the works is to be decided by the Employer after his/her assessment of the scope of work and submitted to the Employer for approval.

**2. Management and Start-up**

**2.1 The Contractor’s Plan**

- a) The contractor shall provide the methods of carrying out of all services as described in the Scope of Work **240-134458848**
- b) The work schedule shall be issued by the employer to the contractor.

**2.2 Works Implementation**

The Contractor shall supply a work implementation plan including at least the following;

- a) Site establishment.
- b) Manpower plan.
- c) Organogram.
- d) Skills required and associated cost per skill (e.g. artisan, site manager, etc.)

**2.3 Management Meetings**

- a) Before work starts on site, an inaugural meeting shall be held between the Contractor and the Employer, to explain in detail all requirements of the Site Regulations.
- b) The Contractor is issued with a file of current Site Regulations on arrival. The file remains the property of the Employer and the Contractor is responsible for its maintenance and updating to include new or revised regulations as issued by the Employer.
- c) The contractor and employer shall use the techniques of partnering to manage the contract by holding meetings designed 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.

The contractor and employer shall use the techniques of partnering to manage the contract by holding meetings designed 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.

Title	Approximate Frequency	Location	Attended by:
Risk register and compensation events	Monthly	Kusile Power Station	Employer, Contractor
Overall contract progress and feedback	Monthly	Kusile Power Station	Employer, Contractor
Adhoc meetings	As and when required		Employer, Contractor

## 2.3 Management and Reporting

- a) The type of reports, level of detail and frequency of reporting will be mutually agreed by the Employer and the Contractor. These may change from time to time on request by the Employer.
- b) The Contractor to be represented at any ad-hoc meetings that may arise in order to address any production or safety related matters.
- c) Liaison meetings shall be held between the Employer's representative or his/her delegate and the Contractor's representative or his/her delegate on a monthly basis or when necessary to discuss any technical details, or concerns.
- d) The Contractor will be responsible for implementing an employee performance management system that is consistent with the Employer's management requirements

## 2.4 Quality and Documentation Control

- a) The contractor shall submit a QCP which will be overseen by Eskom and will ensure that the relevant documentation is available on site to manage the scope and related programs.
- b) The Contractor shall ensure that all measuring and test equipment is calibrated at all times & proof thereof must be readily available.
- c) The Contractor shall adhere to all 'Quality References' and 'Standards' applicable to this SOW.
- d) The Contractor shall utilise the Employer's quality documentation management system and processes.

## 2.5 Training

The Contractor shall provide basic cabling training and related training to the Employer's staff on an as and when required basis.

## 2.6 Outages

During outages the Contractor shall ensure that a pre agreed number of additional staff is available at the same service rate as the staff on site. Any additional cost will be agreed upon between the Employer and the Contractor.

## 3. Requirements

### 3.1 Adherence to Eskom Policies

All contractor employees shall comply with Eskom's policies and general construction regulations including non-use of cell phones in restricted areas, adherence to Eskom Life Saving Rules, adherence to Generation Occurance Management Procedure, no smoking policy and other Eskom policies. These requirements will be detailed in the induction training and are stipulated in the reference documents.

### 3.2 Provision of Manpower

The contractor shall utilise / provide skilled and suitable qualified staff with experience in the following:

- Technical staff should be competent on the following
- HT terminations and Joints Competency
- Cable test Procedures
- Cable Fault finding
- Cable Testing
- Report writing (Failure and Repairs)
- Occupational Health and Safety Act 85 of 1993 and SHE Standards

- Quality Management Control and Assurance as per ISO Standards
- Procedure writing

### 3.3 Health and Safety File

The Contractor will be required to submit a safety file, the following should be included in the safety file:

Contractor's information and organogram, management and supervisors health and safety training, legal appointments, notification of construction work, letter of good standing, statutory appointments, risk assessments, health and safety induction, fall protection plan, certificates of medical fitness, tools and equipment inspections, hazardous chemical substances, certificates of competency, PPE, environmental Management, safety Plan, health and Safety Specifications, emergency plan.

### 3.4 Notification of Defects

The contractor shall notify the employer when the plant, where work/service is to be performed at, is defective. The flip system should be used to raise defects and services manager must be notified immediately.

### 3.5 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

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The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
  - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
  - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

### 3.6 BBEE and preferencing scheme

## 4 Procurement

### 4.1 Contractor's procurement of Plant and Materials

The contractor shall submit all plant and material purchased and asset register to the employer for record keeping.

## 4.2 Subcontracting

Subcontracting will be allowed provided that the subcontractor meets all the requirements stipulated on this service information.

### 4.2.1 Subcontract documentation, and assessment of subcontract tenders

If the contractor subcontracts works, the contractor is responsible for providing the works as if the contractor has not subcontracted. This contract applies as subcontractors employees and equipment were the contractors.

### 4.2.2 Limitations on subcontracting

All the requirements stipulated on this service information shall be met by the subcontractor in case the contractor is subcontract.

The employer shall perform all necessary checks, assessments and verifications to ensure that the subcontractor meets all the requirements.

## 4.3 Plant Specifications

- a) The employer shall make the available specifications of the existing equipment, where the service will be provided, accessible to the contractor.
- b) The Contractor will carry out a detailed lubricant survey as per the Employer's template of the power station including the common plant. The lubricant survey will include a list of all lubricated items, plant and equipment and the recommended lubricant for each item. The lubricants recommended must meet the Employer's and OEM requirements. The Employer will approve the lubricant survey for implementation.
- c) The contractor shall develop a database which will belong to the Employer and submit to the Employer for review and acceptance prior to the service work being performed.

## 4.4 People

- a) The Contractor shall employ staff who meet minimum requirements of Eskom job descriptions, with additional requirements to be specified.
- b) All staff brought onto site in connection with this work scope should be able to fluently speak, understand and write in English.
- c) The contractor shall submit proof of qualifications and CV (experience records) on request by the Employer.
- d) The Contractor ensures that all staff being brought onto Kusile site has a valid fitness certificate based on the specified plant man-job specification.

## 5 Working on the Affected Property

### 5.1 Access to Site.

The Employer shall ensure that the Contractor has access to site where work/services is to be performed at. The Contractor shall submit all information and documentation required by the Employer for access purposes.

### 5.2 Working Hours

Working hours:  
 Monday – Thursday: 07h00 to 16h15  
 Fridays: 07h00 to 12h00

The scope of work (Routine services) is expected to be executed between 07:00 am to 16:15 Monday to Thursday and between 07:00 to 12:00 on Friday.

A standby service must be available on demand outside of these times. The standby service must be capable of providing all service items.

Personnel shall be based on site on a daily basis and a daily register shall be made available on request by the employer.

**5.3 Records of Contractor’s Equipment**

All the instruments or equipment provided by the contractor shall be documented by the Kusile Power Station security personnel and the copy shall be kept by the contractor on their allocated site, upon leaving the site the contractor shall produce the original list of instrument’s or equipment to security as proof of ownership.

**5.4 Site services and facilities**

**5.4.1 Provided by the Employer**

The following services shall be provided by the employer

- Office space
- Water
- Electricity
- Drawings as and when required
- Links for Local Area Network.( Telephone expenses shall be on contractors account.)

**5.4.2 Provided by the Contractor**

- a) The contractor shall provide all office equipment and office consumables which will be used for data input required. The computers must also be maintained and upgrade by the contractor. The contractor shall be responsible for the payment of all applicable software license fees.
- b) The Contractor shall provide all tools required for the HVAC maintenance service.
- c) The contractor shall be responsible for its own accommodation and transportation of workers to and from the site.

Item	Date by which it will be provided

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