



NEC3 Term Service Contract (TSC3)

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

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

for **[Provision of Quality control, inspections, testing and
verification services at Duvha Power 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	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]





C1.2 TSC3 Contract Data

Part one - Data provided by the Employer

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract

of the NEC3 Term Service Contract ¹ (TSC3)

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

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.	013 690 0580
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Bulelani Flekisi
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Duvha Power Station Units 1,2,4,5 and 6
11.2(13)	The <i>service</i> is	Quality control, inspections, testing and verification services
11.2(14)	The following matters will be included in the Risk Register	[•]
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	4 weeks
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[1] week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 July 2021 or as soon as possible

30.1	The <i>service period</i> is	5 [Five] years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th 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 [Four] weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>

6 **Compensation events**

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data

7 **Use of Equipment Plant and Materials**

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data

8 **Risks and insurance**

80.1 These are additional *Employer's* risks

- 1.
- 2.
- 3.

84.1 The *Employer* is to provide insurances as stated in the Insurance Table
INSURANCE TABLE

Insurance against	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	As per the insurance policy document.
Project insurance	As per the insurance policy document.
Environmental Liability	As per the insurance policy document.
General and Public Liability	As per the insurance policy document.
Transportation (Marine)	As per the insurance policy document.
Motor Fleet and Mobile Plant	As per the insurance policy document.
Terrorism	As per the insurance policy document.
Cyber Liability	As per the insurance policy document.

84.1 The *Contractor* provides the insurances stated in the Insurance Table. The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the Defects Certificate or a termination certificate has been issued.

INSURANCE TABLE

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

9 Termination

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

10 Data for main Option clause

A Priced contract with price list

20.5 The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than **4 [Four] weeks.**

11 Data for Option W1

W1.1 The *Adjudicator* **the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**

Address **[•]**

Tel No. **[•]**

Fax No. **[•]**

e-mail **[•]**

W1.2(3) The *Adjudicator nominating body* is: **the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.**

W1.4(2) The *tribunal* is: **arbitration**

W1.4(5) The *arbitration procedure* is **the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**

	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1	Price adjustment for inflation		
X1.1	The <i>base date</i> for indices is	[•].	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
			Index prepared by
			C3 SEIFSA
			SEIFSA
		10%	[non-adjustable
		1.00	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X17	Low service damages	R5 000.00 per day limited to 5% of task order value	
X17.1	The <i>service level table</i> is in	Annexure B	
X18	Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)	

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none">• the total of the Prices at the Contract Date• 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 http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded

		<p>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"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	6 hours or as agreed between the parties

Z **The *additional conditions of contract* 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
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

Annexure B: Low service damages table (X17)

Low Service Damage Description	Low Service Damages Value	Limit of Low Service Damage
Rework and delays on work due to poor inspection/ testing/ verification by QC.	R5 000.00 per day	Limited to 5% of the Task Order value

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the price list

Item nr	Description	Unit of measure	Hrs Per month per resource	Expected Quantity	Rate per hour	Price
1	Quality Inspectors	H	173	6		
2	Transport (30km per day per person)	KM	Rate per KM			
3	Accommodation (per person)	Per day per person				
4	<u>Consumables</u>	<u>Per month</u>				
5	<u>Equipment e.g Laptops</u>	<u>Once off</u>				
6 4	SHEQ requirements (COVID requirements inclusive)	Annual				
7 5	Personal Protective Equipment (PPE)	Annual		6		

The total of the Prices

Note: The contractor to provide the following:

- Laptops
- Stationary
- PPE (Except for special PPE e.g. Clean condition gear)

Overtime rates:

Item no	Description	Normal overtime rate @ 1.5	Sunday and public holiday overtime rate @ 2
1	Quality Inspector		
2	Transport (30km per day per person)		

CONTRACTOR:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER’S SERVICE INFORMATION

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1.1 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CPP	Condensate Polishing Plant
CW	Cooling Water
C&I	Control & Instrumentation
DHP	Dust Handling Plant
FAC	Flow Accelerated Corrosion
FD	Forced Draught
GO	General Overhaul
HP	High Pressure
ID	Induced Draft
LP	Low Pressure
OHS	Occupational Health and Safety
PA	Primary Air
PCM	Process Control Manual
PF	Pulverised Fluid
PPE	Personal Protective Equipment
NDE	Non Destructive Equipment
QC	Quality Control
QCP	Quality Control Plan

2 Description of the service

2.1 Executive overview

Duvha has high risk activities that need to be monitored to prevent re-work and to ensure that the unit comes back on time with no slips. The service is needed to enable the required processes to be fulfilled within the PCM requirements for Outage Management. This service is needed in order to cover upcoming outages for the next 5 (five) years.

2.2 Employer's requirements for the service

- The *Contractor* provides qualified personnel to carry out Inspection testing and verification on Eskom plant during outages.

- The *Contractor* provides tools, gear, equipment and consumables to carry out the work (e.g. Laptops, PPE)
- The *Contractor* ensures the safety of own personnel, other contractors and Eskom employees in the vicinity of the works by complying to the OSH Act and Construction Regulations.
- The *Contractor* performs work within the specified period and to the acceptable quality standard.

2.3 Scope of work

Inspection, testing and verification will take place during planning, execution and close-out of the maintenance in the following plants/ systems.

TURBINE PLANT

- Turbine LP cylinder, blades-out inspection and repairs. (modular exchanges will be done if available)
- Turbine centre line bearings and alignment repairs
- Turbine steam admission valves will be overhauled
- LP and HP feed water heaters statutory inspections and tests, including safety valves,
- Turbine condensate system inspection and repairs
- FAC inspection and repair
- Boiler Feed Pump Turbine and pump refurbishment.

BOILER PLANT

- Maintenance on the Boiler as determined by prescribed routine maintenance activities, such as boiler tube inspections, plant refurbishment and actions identified during previous inspections.
- Burner tube nest replacements are phased over several GOs to reduce costs.
- Boiler internal tube inspections and critical repairs will be conducted to prevent Boiler Tube Failures.
- Boiler statutory inspection and tests, including safety valves
- Boiler soot blowing system inspection and repairs
- Boiler valves inspections and repairs
- Inspection and Refurbishment of HP bypass, RH safety and LP bypass valves.
- High pressure pipework inspections and tests. (Main Steam, Hot re-heat, Cold re-heat pipework, Turbine HP loop pipe and Safety valve lines.)
- Remnant Life surveys are done during a 3-yearly outage cycle.
- Major replacements are carried out when required stemming from these inspections, usually in the GO.
- The Air Pre-heaters are inspected and critical repairs and wear shoe setting are done.
- Air pre-heater major refurbishment
- PF burner inspections
- PF and oil burner major repairs

- PF pipework inspection and repairs
- Draught group ducting and damper inspection and repairs
- Draught group fans inspection and repairs.
- PA, FD and ID fan runner changes are determined by periodic inspections, sandblasting and NDE.
- Electrostatic Dust Precipitator inspections and repairs
- Dust Handling Plant inspection and repairs.

ELECTRICAL PLANT

- Generator stator inspection and repairs
- Generator rotor in-situ inspection and repairs
- Generator H2 coolers cleaning, inspection and repairs
- Generator exciter and PMG inspection and repairs
- Generator transformers, unit transformers and service transformers inspection and major repairs,
- Main Generator-, Unit- and Service Transformers inspections and oil leak repairs
- 22 kV breaker refurbishment and pressure vessel statutory test
- 22 kV breaker inspection
- CONTROLS & INSTRUMENTATION
- C & I equipment to be serviced.

AUXILIARY PLANT

- Main CW cooling tower inspection and repairs
- Main CW pumps overhaul
- CPP valves overhaul
- Boiler auxiliary cooling system inspection and repairs
- Boiler Blow-down vessel sump inspection and repair
- Unit Diesel Generator cooling system inspection and repairs
- Smoke stack chimney inspections and repairs
- Ash sump & sluiceway inspection and cleaning
- Ash line cleaning and turning
- DHP Silo civil inspection
- Unit control air receiver statutory inspections and pressure test

1.4 Technical plan Projects

- C.GDV0450: Major Refurbishment of Unit MV switchgear (120 day GO)
- C.GDV0261: C&I Major Refurbishment (120 day GO)
- N.GDV0392: Blowdown sump drainage and lining
- C.GDV0785: Air Heater Packs Replacement
- C.GDV0473: Installation of fuel oil coriolis flow meters
- C.GDV0846: Duvha Unit 4&6 High frequency transformers retrofit
- N.GDV0069: Plant Safety Improvement Project

1.5 Deliverables for Quality

- Ability to develop and manage non-conformances including root cause analysis.
- Solid understanding of requirements associated with project specific documentation related to inspection, testing, installations, and quality control including understanding of safety related implementations associated with each process.
- Sound understanding of data pack compilation.
- Ability to ensure that correct codes, standards, job specifications, and project procedures are properly utilized and adhered to.
- Ensure that quality control inspections are being carried out in accordance with the quality control plan.
- Ensure sustainability of corrective actions.
- Assist with the resolution of repeated technical and/or quality-related transgressions.
- Develop a "Lessons Learnt" system.
- Liaison with Quality Assurance w.r.t. all repeat non-conformances
- Introduce "Quality Alerts" to bring quality-related issues to the attention of the relevant personnel.
- Contribution to the maintenance of a healthy morale within the section as well as Eskom as a whole.
- Must have the ability to work within strict deadlines, and under pressure

3 Management strategy and start up.

3.1 The Contractor's plan for the service

Contractor to draft Contract/ Project Quality Plan specific to the Scope of work – Ref (ISO10005 and QM58)

3.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Outage Feedback meeting	Daily 10:00 - 11:00 ____	Outage Management/ MS Teams	QC
Outage Kick-off	At the beginning of each outage	Outage Management/ MS Teams	QC
Outage Close-out meeting	1 (one) Month after end of each outage	Outage Management/ MS Teams	QC

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.

3.3 Contractor's management, supervision and key people

Turbine Centreline and Auxiliaries Quality Inspector
 Turbine Valves and auxiliary Quality Inspector
 Boiler Valves and Auxiliaries Quality Inspector
 Electrical & C&I Systems Quality Inspector

3.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the

Contractor by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

3.5 Documentation

All procedures, work instructions, forms and all contractual communications must be controlled for the duration of the contract.

The following will appear on all controlled documentation as a title page, page header or Page footer:

- Title
- Document Unique identifier
- Revision number, original documents will be noted as revision 0. All subsequent revisions will be numbered sequentially (1, 2, 3, 4....)
- Revision Date
- Date when document was last changed. This date will change with each revision.
- Effective Date
- Date when document first came into use. This date will not change as the document is revised.

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

Either Party may request the other to provide free of charge non third party technical information and general arrangement drawings, operational and maintenance histories, operating advisory information, quality assurance and control records, copies of job reports, general arrangement drawings and sketches of modifications or repair procedures, technical procedures or any other matter of like kind for work being done under this contract, excluding proprietary information.

Both Parties shall allow access to their facilities as requested by the other Party within the control procedures of both organisations.

All records and information shall be retained for the duration of this contract.

At the end of the service period or earlier termination of this contract the Contractor shall make available to the Employer all records and information relating to the work carried out under this contract at no extra cost to the Employer. The Contractor may not retain copies of any third party records and drawings of a proprietary nature. However, if the service period is extended, or a new contract between the Parties comes into existence at the end of the service period which effectively ensures continuity of the Contractor Providing the Service, the records and information shall be retained by the Contractor and dealt with in terms of the new contract.

No records and information exchanged shall be divulged to others without the prior consent in writing of both Parties during this contract.

3.6 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 invoiceseskomlocal@.eskom.co.za and include on each invoice the following information:

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

Records of Defined Cost to be kept by the Contractor

The *Contractor* keeps accurate and complete books of accounts, records and other evidence relating to the Actual Cost. Records and accounts must reflect all work done on the contract. These are open to audit. All documentation is kept by the *Contractor* for a period of three years following Completion of this contract. This information must be kept up to date at all times.

The *Contractor* may be requested to submit to the delegated *Service Manager* proof of costs incurred, which may include the following:

- the number and grading of employees within the Working Areas
- the number and grading of employees outside the Working Areas
- copies of their daily time cards
- cost allocation
- payroll registers
- Schedule of Equipment and time sheets, and
- Any other information the delegated *Service Manager* reasonably requires.

3.7 Training workshops and technology transfer

Duvha Power Station will from time to time schedule Plant Safety Regulations training; it is responsibility of the Contractor to book his personnel for the training.

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

Equipment

None

Information and other things

All records, data books, inspection reports, QCPs etc relating to the *Works*.

3.9 Management of work done by Task Order

3.9.1 Task Orders

- The *Service Manager(s)* issues a *Task Order* to the *Contractor* which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the *Contractor* complies with in providing the *Service*. The *Task Order* is issued before the *Contractor* Provides the *Service*.
- The *Service Manager(s)* issues *Task Orders* to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the work within the time periods stated on the *Task Order*.
- The *Service Manager(s)* issues to the *Contractor* any information relative to the *Employer's* need and circumstance surrounding forecast future work required from the *Contractor*. This information allows the *Contractor* to provide staff in a cost effective and efficient manner.

3.9.2 Emergency work /call-outs

- The *Service Manager(s)* may issue a verbal instruction to the *Contractor* to undertake emergency work. This verbal instruction is later confirmed in writing.
- The *Contractor*, without the prior issue of a *Task Order*, but upon the verbal instruction of the *Service Manager*, provides the *Service* in an emergency. This may entail the *Contractor* securing a sub-Contractor to carry out the work.

4. Health and safety, the environment and quality assurance

4.1 Health and safety risk management

The *Contractor* complies with the Occupational Health and Safety Act.

The *Contractor* complies with the Eskom Plant Safety Regulations and the Operating Regulations for High Voltage Systems when performing activities on the *works*.

4.2 Safety plan

The *Contractor* maintains a safety plan in accordance with the OHSA.

The *Contractor* provides safety statistical information on a monthly basis to the *Project Manager*, on the 15th of every month. Details of the reporting format and information required are obtained from the *Project Manager*.

4.3 Standard isolation procedures

The *Contractor* designs a standard isolation procedure for the use of his workforce, as reference and training guide, to be submitted to and accepted by the *Project Manager* 2 weeks before the *possession date*. The purpose is to impress upon his workforce, the importance of safety in preventing injury to personnel, or damage to plant. The safe shut down sequence and step-by-step isolation sequence, must be listed in the procedure, in line with Eskom's Plant Safety Regulations and the Operating Regulations for High Voltage Systems.

4.4 Permit-to-Work arrangements

- The *Contractor* implements a Permit-to-Work system with lock-out facilities in accordance with the Eskom Plant Safety Regulations and the Operating Regulations for High Voltage Systems.
- Prior to the commencement of any activity that affects the operation of the plant, the *Contractor* arranges for the required work to be done with the mine control room operator.
- No work shall be done without a permit to work being in place.

The *Contractor* must compile the Management of Environmental Aspects and Impacts and comply with the following procedures:

- Waste oil and grease management to minimise environmental impact (ENVP 0009)
- Oil Spillage, Clean-up and rehabilitation (ENVP 0006)
- Environmental Waste Management System (ENVP 0005)
- Additionally when on site the contractor must make arrangements for Environmental Awareness.

The *Contractor* adheres to all environmental legislation.

- The Contractor shall comply with the health and safety requirements contained in SAS0012: Duvha Power Station Contractors safety manual (latest revision obtainable from the Service Manager).
- The Contractor submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the work to Safety Risk Management before the induction course.
- The Contractor's personnel is to undergo Safety Induction Training at Duvha prior to commencement of this contract and all the relevant Documentation is to be approved by Safety Officials and the Project Manager before any activities can be started on site.
- The induction course is presented by the Safety Risk Department at Duvha Power Station. The Contractor makes arrangements with Safety Risk Management at telephone number 013-690-0143.

5. Environmental constraints and management

- To protect the *Employer's* environmental interests, the *Contractor* complies with all relevant and appropriate environmental legal requirements contained in governmental notices, laws and regulations promulgated by the national and provincial governments.

The *Contractor* accepts all responsibility, accountability and liability associated with such legal requirements.

The *Contractor* provides the *Employer* with a product and service falling in the scope of Act 36 of 12874 or Hazardous Substances Act no 15 of 1973. The *Contractor* provides the *Employer* with all the necessary information to comply with the legal requirements of Government Notice R1179 in Government Gazette No 16596 of 25 August 1995 (Exposure of employees to Hazardous Chemical Substances) and Section 10 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947 (Registered pesticides, fertilizers and agricultural remedies, including herbicides ("weed killer").

- The Contractor shall comply with the environmental requirements contained in SAS0012: Duvha Power Station Contractors safety manual (latest revision obtainable from the Service Manager).
- Refuse Disposal:
- For the full duration of the Works, the Contractor is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided. The Employer will provide special colour coded bins for refuse disposal. The Employer will empty these bins.
- The Contractor ensures that all workers under his control strictly adhere to the correct use of refuse bins:
 - Maroon bins:- Scrap metal only
 - White bins:- Lagging and general household rubbish
 - Yellow bins:- Ash, dust, coal dust and sand

6. Quality assurance requirements

The *Contractor's* ISO 9001:2015 Certificate of compliance or equivalent must be supplied with tender documents. If the *Contractor* is not certified, the objective evidence of a developed and fully implemented Quality Management System that complies with ISO 9001:2015 requirements shall be submitted.

The *Contractor* shall comply with the *Employer's* Quality Requirements as specified in the Supplier Quality Management Specification 240 – 105658000 (QM-58). Form A (Tender and contract quality requirements for QM 58 and Quality Requirements for ISO 9001 standard) of this Specification indicates the specific application thereof.

All Quality Control documentation must be submitted to the *Employer* at least one month before Outage start. Quality Plans must include hold and witness points, must clearly state 3rd party interventions and quality/test specifications where applicable.

The Quality Control documentation that will be handed over within 30 days of order placement by the successful *Contractor* to the Employer and shall consist the following:

6.1 Quality Control Plan

The Quality Control Plan shall consist of the following as a minimum and shall be accepted by the *Quality representative* of the *Contractor* prior to commencement of work and shall be sent to Eskom for approval. The QCP will also include welding procedures where necessary.

A covering page, table of contents and QCP which includes and makes provision for the following but not limited to:-

- * QCP unique number.
- * Revision number.
- * Page number
- * Provision for QCP approval signatures by the *Contractor* (Supervisor and Quality Controller) and Eskom System Engineer and/ or Eskom QC.
- * Provision to incorporate all inspection reports or any form of records to prove conformity to requirements.
- * High level description of work in execution including Item/ component/ system/ sub-system.
- * Provision for nomination of intervention points for each activity as per SOW.
- * Provision for review and approval signatures and dates by the *Contractor* (Supervisor and Quality Controller) and Eskom System Engineer and/ or Eskom QC.
- * Provision for final releases/ approval signatures by the *Contractor* (Supervisor and Quality Controller) Eskom System Engineer and/ or Eskom QC.

7. Test Reports

Where tests were performed they shall be recorded and the positions of measurements are traceable to the specific area of testing against the records. Therefore the Contractor will submit all test reports that has been performed in the form of Data Pack.

7.1.1 Tests and inspections

7.1.2 Description of tests and inspections

Inspection and test will be done as per Outage Scope of work and as per QCP from various services providers

7.1.3 Procedures

Contractor to submit all work procedures/instructions before any work commences. These must be submitted together with QCP for approval.

- All work is carried out under the supervision of an experienced Supervisor.
- All quality control documentation is submitted to the Project Manager within 7 days before the outage can commence to be approved by System engineer.
- The *Contractor* complies with the Employer's Quality Requirements as specified in Eskom Generation Standard QM58. Annexure B to this Standard indicates the specific application thereof.
- The Contractor, when using materials that are required to comply with a standard specification. The Contractor shall, if so ordered, furnish the Engineer with certificates showing that the materials do comply.
- Where specified, materials shall bear the official mark of the appropriate standard.
- Samples ordered or specified shall be delivered to the Engineer's office on the Site.
- Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the published instructions of the relevant manufacturer.

8. Plant and Materials

8.1 Specifications

The contractor shall adhere to the following standards listed below:

- Occupational Health and Safety Act: Act 85 of 1993 and its Regulations.
- Generation Plant Safety Regulations 36-681
- Supplier Contract Quality Requirements Specification (QM58)
- Maintenance Quality Control Manual (MGM0001)
- Duvha Power Station Contractors Safety Manual (SAS 0012)
- Work in Confined Spaces (SAP0006)
- Criteria for environmental monitoring of work (SAI 0082)
- ENVP0005 - Duvha Power Station Waste Management procedure
- RMP0001 - Risk and Impact Assessment – Duvha Power Station.
- 36-1126 - Specification for Corrosion Protection of Plant and Equipment with Coatings
- 240-43156827 - Introduction to the welding rule book
- 36-505 - Personnel and entities performing welding related special processes on Eskom plant

- 36-775 - Control of plant construction repair and maintenance welding activities
- 36-1162 - Weld defect classification and reporting procedures

8.2 Plant & Materials provided “free issue” by the Employer

8.2.1 Specifications

The contractor shall adhere to the following standards listed below:

- Occupational Health and Safety Act: Act 85 of 1993 and its Regulations.
 - Generation Plant Safety Regulations 36-681
 - Supplier Contract Quality Requirements Specification (QM58)
 - Duvha Power Station Contractors Safety Manual (SAS 0012)
 - Work in Confined Spaces (SAP0006)
 - Criteria for environmental monitoring of work (SAI 0082)
 - Rodding of dust hoppers
- a) The *Employer* will provide power supply, water and land for the storage of equipment and material.
- b) The *Employer* will supply all the necessary material required to execute the *Service*. Once these are handed over to the *Contractor*, the *Contractor* is responsible for collection of these, transportation from Eskom stores and ensuring safeguarding of these.
- c) Should the *Contractor* need to use of any of the *Employer's* Equipment, including compressed air, electricity, water supply and crane, it must be specified by the *Contractor*. The *Employer* does not guarantee continuity of supply of any of these items.

9. Contractor's Equipment

- The Contractor must supply all tools and equipment that are needed for the entire contract period.
- The Contractor provides his/her own lifting equipment and welding machines
The Contractor provides his/her own personal gas monitors for carrying out work in confined spaces

10. Working on the Affected Property

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

- a) The contractor applies for access permits for all works exceeding four (4) weeks via the Project Manager, who will co-ordinate this.
- b) The Contractor applies for Contractor's Permits for all his employees and/or subcontractors at the Security gate, at least 24 hours prior to entry of the Duvha Power Station Security Area.
- c) The Contractor completes the specific form in the Duvha Power Station Contractors Safety Manual, listing all of the personnel that he intends using on site.
- d) The completed list, identified with the Contractor's name, contains the following information:
- Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - Eskom Project Manager signature
 - Validity Date
- e) No permits are issued to personnel who have not attended safety induction.
- f) The Contractor photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
- g) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the Contractor's Permits.
- h) The Contractor allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.

- i) The Contractor's personnel are required to be in possession of a Contractor's Permit at all times inside Duvha Power Station.
- j) All Contractors' permits are submitted back to Protective Services when the workers leave the site after completion of the works. Failure to return the permits will result in a R25,00 penalty for each non returned permit.
- k) The Contractor compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
- l) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- m) The Contractor's visitors and all personnel conform to the security arrangements that are in force at Duvha Power Station.
- n) Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Project Manager, and submitted to the Employer's Protective Services office one day prior to the visit.
- o) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- p) The Chief Security Officer may, with valid cause, remove any of the Contractor's personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
- q) No unauthorised vehicles will be allowed on site. Only Contractor's vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the Project Manager for consideration and approval.
- r) The Contractor is restricted to the Site. The Contractor is forbidden to enter any other areas, and ensures that his employees abide by these regulations.
- s) Parking inside the power station is strictly forbidden, except for loading purposes.
- t) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
- u) Security personnel may search any premises, property or person within the security area of Duvha Power Station
- v) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
- w) Application forms for such permission is available from the Protective Services offices.
- x) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act

10.2 People restrictions, hours of work, conduct and records

The Contractor personnel to work the same working hours as Eskom personnel which are: Mondays to Thursday's 7:00 – 16:15, and Fridays 07:00 – 12:00 and the lunch break is 12:00 – 12:30.

The labour is supplied for 173 hours per month. The Contractor must ensure availability of personnel for standby and call outs when required during the weekends and or after normal working hours.

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

Contractor to make inventory list for equipment brought to site eg, Printers etc

- Work permits
- Medical fitness certificates

10.3 Equipment provided by the Employer

The Employer allows the Contractor to use Overhead Cranes and Hoists, provided the Contractor's employee is an authorised Lifting Machine operator.

- The Employer provides scaffolding, the request shall be made through the Service manager or his/ her representative.
- Should the Contractor require using any of the Employer's Equipment, including compressed air, electricity, water supply and crane, it must be specified by the Contractor during the kick off meeting. The Employer does not guarantee continuity of supply of any of these items.
- The Employer shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the Contractor shall be obliged to provide the necessary Equipment at his own cost.
- The Contractor is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the Employer which are damaged and / or lost whilst in the Contractor's custody and control.

10.4 Site services and facilities

10.4.1 Provided by the Employer

- a) Potable Water Supply
 - Potable water is available at the existing points.
- b) Electrical Power Supply
 - Power is available at the existing points.
 - The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.
 - Contractors' Electrical Distribution Boards complies with OHS Act as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.
 - Each board brought onto site must have a Certificate of Compliance issued by an accredited person.
 - The Contractors' electrical distribution boards are installed at the works on a time negotiated with the project manager, prior to the possession date.
 - The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance.
 - All Contractors' Electrical Distribution Boards are earthed to the steel structure of the plant.
- c) Toilet Facilities
 - The Employer provides the Contractor access to existing toilet facilities. The Contractor is to provide this facility for its employees working area.
- d) Catering Facilities
 - The Contractor are not allowed to use the Employer's dining facilities.
 - The Contractor may buy take away meals from the fast foods outlet on Site.
- e) Medical Facilities
 - The Contractor provides a First Aid service to his employees and subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities will be available.
 - Outside the Employer's office hours, the Employer's First Aid Services are only available for serious injuries and life threatening situations.
 - The Employer recovers the costs incurred, in the use of the above Employer's facilities, from the Contractor

The contractor to provide the following

- **Laptops**
- **Stationary**
- **PPE (Except for special PPE e.g. Clean condition gear)**

10.5 Restrictions on Site, roads, walkways and barricades

- a) Pedestrian crossings are marked on the power station roads and should be used.
- b) Walkways are clearly marked on the Power Station and should be used when walking to keep safe on any object that might fall.
- c) Barricades are provided where there are open trenches and around the sumps and manholes.
- d) The contractor shall occupy only such ground as is necessary to carry out the works.
- e) All fences and other structure that have been damaged or interfered with by the contractor shall be restored to be in a condition at least equivalent to their original condition.

10.6 Eskom Life-saving Rules

Life-saving rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

- Rule 1: Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- Rule 2: Hook up at heights - no person may work at a height where there is a risk of falling.
- Rule 3: Buckle up - no person may drive any vehicle on Eskom business and/or on Eskom premises unless the driver and all passengers are wearing seat belts.
- Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.
- Rule 5: Use a permit to work - where an authorization limitation exists, no person shall work without the required permit to work.
- Rule 6: Wear correct PPE.
- Rule 7: Report all injuries before end of shift.

10.7 Provided by the Contractor

The contractor should provide facilities they deem necessary in executing the work. This must be discussed with the Service Manager prior to commencement of work.

6. List of drawings

6.1 Drawings issued by the Employer

Not applicable.