



NEC3 Term Service Contract (TSC3)

Between ESKOM HOLDINGS SOC LIMITED
(Reg No. 2002/015527/06)

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

for The provision of Civil Maintenance Services at Hendrina Power
Station

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	4
C1.2a Contract Data provided by the <i>Employer</i>	13
C1.2b Contract Data provided by the <i>Service Provider</i>	1

C1.1 Form of Offer & Acceptance

Offer

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

The provision of Civil Maintenance Services at Hendrina Power Station

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Service Provider* 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	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the *Service Provider* 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 original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

Power Station Manager

**for the
Employer**

Hendrina Power Station,
Impala Road, Pullenshope , 1096

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Anari Van Greuning

Capacity _____

Power Station Manager

On behalf of _____
(Insert name and address of organisation)

Hendrina Power Station,
Impala Road, Pullenshope , 1096
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	<ul style="list-style-type: none"> dispute resolution Option and secondary Options 	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X18: Limitation of liability X19: Task Order Z1-Z11: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ²	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg (013) 296 3974 086 219 6363
10.1	The <i>Service Manager</i> is (name):	Hunadi Mahlanyane
	Address	Hendrina Power Station, 1 Impala Road, Pullenshope, 1096
	Tel	(013) 296 3974
	Fax	086 219 6363
	e-mail	Mahlanhn@eskom.co.za
11.2(2)	The Affected Property is	Hendrina Power Station

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

11.2(13)	The <i>service</i> is	The provision of Civil Maintenance Services at Hendrina Power Station
11.2(14)	The following matters will be included in the Risk Register	Ramping Down of the station
11.2(15)	The Service Information is in	Part 3 of this contract.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 working days
2	The Service Provider's main responsibilities	
21.1	The <i>Service Provider</i> submits a first plan for acceptance within	The Employer's Tool Box planning meetings and target dates applies
3	Time	
30.1	The <i>starting date</i> is.	01 March 2022
30.1	The <i>service period</i> is	28 February 2025
4	Testing and defects	
		Upon completion of all works the <i>Service Provider</i> informs the Service Manager to carry out quality verifications
5	Payment	
50.1	The <i>assessment interval</i> is	25th day of each month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	N/A
6	Compensation events	
	These are additional compensation events:	
7	Use of Equipment Plant and Materials	
		The Employers supplies: Jack hammer(s), heavy duty grinders, vacuum truck, HP machine, TLB, Excavator, Roller compactor, pumps and generators
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. <u>Ramping Down</u> Due to uncertainties surrounding future operation of Hendrina Power Station, the following risk will form part of the contract, namely;</p> <p>The reduction of the works rate and resources under the pricing-table Labour-Normal Time – Section A will apply as per 2005 NEC3 TSC clause 63.1. At that time refer to Appendix A quantities will apply.</p>

83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Service Provider</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
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>Service Provider</i>) arising from or in connection with the <i>Service Provider's</i> Providing the Service for any one event is:	whatever the <i>Service Provider</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Service Provider</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Service Provider's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
9	Termination	The terms and conditions of NEC3 TSC (June 2005) apply
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Service Provider</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	The adjudicator is selected from the table under Annexure B
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of

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

12 Data for secondary Option clauses

X1	Price adjustment for inflation		
X1.1	The <i>base date</i> for indices is		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.	
		0.	
		0.	
		0.	
		0.	
		10%	non-adjustable
	100		
X2	Changes in the law		
X17	Low services damages		
X18	Limitation of liability		
X18.1	The <i>Service Provider's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	The contract value	
X18.2	For any one event, the <i>Service Provider'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/live/content.php?Item_ID=9248	
X18.3	The <i>Service Provider's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/live/content.php?Item_ID=9248	

X18.4	The <i>Service Provider's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Service Provider's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Service Provider</i> is liable under this contract for</p> <p>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.</p>
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Service Provider</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Service Provider* 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 *Service Provider* 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 and the Electricity Distribution Industry.

Z2 Joint ventures

- Z2.1 If the *Service Provider* 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 *Service Provider* on their behalf.
- Z2.3 The *Service Provider* does not substantially 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 *Service Provider* in writing.

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

- Z3.1 Where a change in the *Service Provider's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Service Provider's* B-BBEE status, the *Service Provider* notifies the *Employer* within seven days of the change.
- Z3.2 The *Service Provider* 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 *Service Provider's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Service Provider's* obligation to Provide the Works.
- Z3.4 Failure by the *Service Provider* 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 *Service Provider*, 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 *Service Provider's* obligation to Provide the Service or taking any other action as appropriate against the *Service Provider* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Service Provider's* obligation to Provide the Service if the *Service Provider* (or any member of the *Service Provider* where the *Service Provider* 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 *Service Provider* 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 *Service Provider* 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 *Service Provider*, enters the public domain or to information which was already in the possession of the *Service Provider* at the time of disclosure (evidenced by written records in existence at that time). Should the *Service Provider* disclose information to Others in terms of clause 25.1, the *Service Provider* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Service Provider* 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 *Service Provider* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Service Provider*, 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 *Service Provider* 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 *Service Provider* ensures that all his sub *Service Providers* 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 *Service Provider* 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 *Service Provider*.

accepts that the *Employer* may appoint him as the "Principal *Service Provider*" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;

warrants that the total of the Prices as at the Contract 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 Sub *Service Providers*, employees and others under the *Service Provider's* direction and control, likewise observe and comply with the foregoing.

Z7.2 The *Service Provider*, 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 Sub *Service Providers*, employees and others under the *Service Provider'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 *Service Provider* 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 *Service Provider* 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 *Service Provider* (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 from the last sentence in core clause 61.3, "unless the *Service Manager* should have notified the event to the *Service Provider* but did not".

Z10 *Employer's* limitation of liability

- Z10.1 The *Employer's* liability to the *Service Provider* for the *Service Provider's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Service Provider'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 under the compensation events stated in 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 judicial management order granted against it.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering Service Providers and the Service Provider about the insurance provided by the Employer. 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 *Service Provider* 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 *Service Providers* 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 *Service Providers* 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 *Service Provider* 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 *Service Provider* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Service Provider* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Service Provider* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Service Provider* 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/live/content.php?Item_ID=9248

Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.Itholeng@eskom.co.za

C1.2 Contract Data

Part two - Data provided by the *Service Provider*

Clause	Statement	Data
10.1	The <i>Service Provider</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>Service Provider's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in _____.		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

The *conditions of contract*

1.1. How work is priced and assessed for payment

Clause 11 in the core and Option A clauses of the NEC3 Term Service Contract, June 2005 (TSC3) state:

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

This confirms that Option A is a priced contract where the Prices in the Price List 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.

1.2. Function of the Price List

In this Option the Price List is used as a means of arriving at a target price. 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 *Service Provider* Provides the Service in accordance with the Service Information". Hence the *Service Provider* does **not** Provide the Service in accordance with the Price List.

1.3. Link to the *Service Provider's* plan

Clause 21.4 states "The *Service Provider* 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 *Service Provider* needs to develop his first clause 21.2 plan in such a way that operations shown on it can be related to items of service priced in the *price list*.

1.4. Preparing the *price list*

It will be assumed that the tendering *Service Provider* has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering *Service Provider* should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Service Provider* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Service Provider* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Service Provider* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices, in this case the target.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Service Provider* estimated at time of tender. The only basis for a change to the Prices (and hence to the target) is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Service Provider* in the *price list* 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.

5 The *Service Provider* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

1.5. Format of the *price list*

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

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

If the *Service Provider* 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 *Service Provider* enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Service Provider* 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	Qty	Hours/M onth	Rate/Hr	Amount per month
A	LABOUR-NORMAL TIME					
1.	Site supervisor	each	1	176		
2.	Safety officer	each	1	176		
3.	Artisan(Plumbing)	each	8	176		
4.	Artisan(Bricklayer)	each	6	176		
5.	Artisan(Carpenter)	each	4	176		
6.	Heavy Duty Vehicle Operator, vacuum truck, crane, TLB, Excavator	each	2	176		
7.	Painter	each	6	176		
8.	Semiskilled labour	each	10	176		
9.	Glazier	each	2	176		
	SUB TOTAL		40			
B	STANDBY COSTS	Unit	Qty	Hours/ Month	Rate/Hr	Amount per month
1.	Artisan (Plumbing)	each	2			
2.	Heavy Duty Vehicle Operator	each	1			
3.	Artisan assistance	each	2			
	SUB TOTAL		5			
C	OVERTIME-(MONDAY-SATERDAY)				Rate/Hr	
1.	Site supervisor	each	1			
2.	Safety officer	each	1			
3.	Artisan(Plumbing)	each	1			
4.	Heavy Duty Vehicle Operator	each	1			
5.	Artisan(Bricklayer)	each	1			
6.	Artisan (Carpenter)	each	1			
7.	Painter	each	1			
8.	Semiskilled labour	each	1			

The total of the Prices

Item nr	Description	Unit	Expected Quantity	Rate	Price
D	OVERTIME-(SUNDAY AND PUBLIC HOLIDAYS)				
1.	Site supervisor	each	1		
2.	Safety officer	each	1		
3.	Artisan(Plumbing)	each	1		
4.	Artisan(Bricklayer)	each	1		
5.	Artisan (Carpenter)	each	1		
6.	Painter	each	1		
7.	Heavy Duty Vehicle Operator	each	1		
8.	Semiskilled	each	1		
9.	Travelling	Per KM			
E	PRILIMINARIES AND GENERAL – MONTHLY COSTS	UNIT		Rate	
1.	PPE	Per Year			
2.	Stationery	Per Year			
3.	LDV Double Cab(Eskom Approved)	Per month	1		
4.	LDV Single Cab (Eskom Approved)	Per month	1		
5.	15 Seater Quantum (Eskom Approved)	Per month	1		
	SUB-TOTAL				
F	PRILIMINARIES AND GENERAL – ONCE –OFF COSTS	UNIT		Amounts/ 36months	
1.	Safety file and other safety related requirements	Sum	Once off		
2.	Tools required(As per appendix A)	Sum	Once off		

The total of the Prices

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work	5
C3.1: Employer's service Information	3
1 Description of the service.....	5
1.1 Executive overview	8
1.2 <i>Employer's</i> requirements for the <i>service</i>	8
1.3 Interpretation and terminology	8
2 Management strategy and start up.	9
2.1 The <i>Service Provider's</i> plan for the <i>service</i>	9
2.2 Management meetings	9
2.3 <i>Service Provider's</i> management, supervision and key people	9
2.4 Provision of bonds and guarantees	
2.5 Documentation control.....	9
2.6 Invoicing and payment.....	9
2.7 Contract change management	10
2.8 Records of Defined Cost to be kept by the <i>Service Provider</i>	10
2.9 Insurance provided by the <i>Employer</i>	10
2.10 Training workshops and technology transfer.....	10
2.11 Design and supply of Equipment.....	10
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	10
2.12.1 Equipment.....	10
2.12.2 Information and other things	10
2.13 Management of work done by Task Order	10
3 Health and safety, the environment and quality assurance	11
3.1 Health and safety risk management	11
3.2 Environmental constraints and management	12
3.3 Quality assurance requirements	12
4 Procurement	13
4.1 People.....	13
4.1.1 Minimum requirements of people employed.....	13
4.1.2 BBBEE and preferencing scheme	13
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA).....	
4.2 Subcontracting	
4.2.1 Preferred sub <i>Service Providers</i>	
4.2.2 Subcontract documentation, and assessment of subcontract tenders	
4.2.3 Limitations on subcontracting	

4.2.4	Attendance on sub <i>Service Providers</i>	
4.3	Plant and Materials	13
4.3.1	Specifications	13
4.3.2	Correction of defects.....	13
4.3.3	<i>Service Provider's</i> procurement of Plant and Materials.....	13
4.3.4	Tests and inspections before delivery	13
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	13
5	Working on the Affected Property	Error! Bookmark not defined.
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....	13
5.2	People restrictions, hours of work, conduct and records.....	5.3
	Health and safety facilities on the Affected Property	14
5.4	Environmental controls, fauna & flora.....	14
5.5	Cooperating with and obtaining acceptance of Others.....	15
5.6	Records of <i>Service Provider's</i> Equipment	15
5.7	Equipment provided by the <i>Employer</i>	15
5.8	Site services and facilities.....	15
5.8.1	Provided by the <i>Employer</i>	15
5.8.2	Provided by the <i>Service Provider</i>	16
5.9	Control of noise, dust, water and waste	16
5.10	Hook ups to existing works	16
5.11	Tests and inspections	16
5.11.1	Description of tests and inspections	16
5.11.2	Materials facilities and samples for tests and inspections	16
6	List of drawings	17
6.1	Drawings issued by the <i>Employer</i>	17

PART 3: SCOPE OF WORK

C3: Scope of Work

C3.1 Service Information

Routine inspections and repairs of the civil infrastructure at Hendrina Power Station and Eskom Hendrina properties for a period of 36 months.

C3.2. Description of the works

The services that the team will be rendering for the Employer are to conduct repairs on the civil infrastructure in and around Hendrina Power Station.

The services are as follows:

To provide a site core crew and logistics to manage and perform daily routine maintenance, **breakdown and emergency maintenance repairs**.

Provide tools as per appendix C required by the site core crew to carry out the works to the satisfaction of the Employer.

Execute SAP Planned Maintenance functions as authorised.

Perform Quality Control and Risk Assessments on all activities carried out.

Perform Maintenance activities to the SHEQ requirements including Plant Safety Regulations (PSR).

Maintain a Safe and hygienic working environment and culture.

Bricklaying

- Erecting of walls
- Demolition of walls
- Install, repair & remove fences
- Cast concrete
- Erect signage poles
- Dig and cover-up trenches
- Operate HP machine
- Loads and unloads materials
- Performs other related duties as required.
- Cleans, maintains, adjusts, calibrates and services equipment used in the performance of duties.
- Loads and unloads materials
- Installation of ceramic floor tiles

Plumbing

- Unblocking the drains pipes, toilets and blocked pipes
- Work stand-by, planned overtime and emergency call outs
- Install sewage lines
- Install portable water lines
- Repair leaking pipes
- Change damaged and old pipes
- Installation of new toilets and cisterns
- Installation of fittings (taps, shower heads, toilet paper holders, soap dispensers)
- Operate HP machine
- Loads and unloads materials
- Performs other related duties as required.
- Cleans, maintains, adjusts, calibrates and services equipment used in the performance of duties.

Carpenter

Construct, remodel, retrofit and repair interior and exterior structures made of wood & drywall.
Install and repair furniture.
Repair and maintain building roofs
Remove, repair & install doors
Build required items including specialty furniture
Construct formwork into which concrete is poured
Build floors, wall frameworks (timber) and roofs, and lay timber floors
Ceiling repairs and all ceiling associated works
Construct and erect prefabricated units
Install door handles, locks, hardware, flooring underlay, insulating material and other fixtures
Read blueprints and diagrams
Operate HP machine
Loads and unloads materials
Performs other related duties as required.
Clean, maintain, adjust, calibrates and services equipment used in the performance of duties.

Glazier

Measure, cut and install all types of glass, including wire glass, tempered glass and Plexiglas, according to measurements.
Removes and replaces broken glass in wood or metal framed openings
Repairs and replaces window hardware and door closures.
Loads and unloads materials
Clean, maintain, adjust, calibrates and services equipment used in the performance of duties

Painters

Prepare, prime, sand, seal, patch and paint furniture, surfaces, buildings, and fixtures utilizing all types of painting materials such as varnish, lacquer, shellac, enamel, latex, epoxy, water-proofing and heat resistant finishes.
Tapes, flushes, repairs and applies texturing, wallpaper, and acoustic layers on a variety of surfaces.
Adjusts colours when necessary; utilizes enhanced finishing skills when appropriate.
Operate, clean and maintain all painting equipment, including brush, roll, sprayers and electrostatic sprayers, pumps, etc. Safely stores and labels all materials.
Estimates time and materials required; keeps computerized records and submits reports of work performed.
Offers assistance and advice on materials, designs, and colour
Operate HP machine
Loads and unloads materials
Clean, maintain, adjust, calibrates and services equipment used in the performance of duties

Other works to be carried out include the following:

Cladding & roof sheeting
Replacement of Gutters & Down pipes
Clearing of debris on gutters and hail guards in the plant
Fix potholes on the roads
Install Culverts
Road markings and road signs
Off load of civil material when delivered
Removing and assemble Tables and office furniture
Maintain Surface Drains works as per civil engineering scope of work
Conduct housekeeping

Heavy Duty Vehicle Operator

Operate/drive vacuum truck
Operate/drive excavator & TLB
Operate/drive 25 ton crane
Operate 10 ton overhead crane
Operate HP machine

Semi-Skilled Labourers

Provide assistance to be above mentioned works as per the *Service Provider* supervisor's instruction

Deficiencies and Modifications

Performance Calculation for the contract Period

Performance will be measured against the following Key Performance Indicators (KPI's). The KPI's will be reviewed at each anniversary of the proposed contract. If the *Service Provider* only meets the target rating of 3 per KPI then the *Service Provider* will not be rewarded. If the *Service Provider* exceeds the target, the *Service Provider* will be subjected to a maximum bonus of 5% of the contract annual value. If the *Service Provider* does not meet the target, the *Service Provider* will be subjected to a maximum penalty of -5% of the contract annual value

1. Civil Service Providers Audit findings :

The average of audits performed by the relevant Employer's representative or Eskom appointed Third party. Overdue findings will be evaluated by the Employers representative and the bonus/penalty will be calculated at -1.5% and +1.5% per annual contract value.

2. Outstanding defects/ Mean Time To Repair:

The number of Breakdowns or planned Maintenance activities planned in the SAP system that were not performed within 26 days after being scheduled due to any reason except due to the unavailability of spares and /or plant. The official monthly report from the SAP system will be used as the source evidence for this measurement.

The weighted average will be calculated and the result will be anything between -2% and +2%. per annual contract value. Twelve monthly assessments will be made.

Housekeeping: The *Service Provider* is responsible for cleaning up the site, free of rubble, after completion of the works. The Employer's representative will do ad-hoc inspections on site, as well as random inspections after the completions of the works.

3. Call out response time:

Call out response time is 3 hours, except with people staying at Pullenshope whereby the response time is 45 minutes. Any delays of 1 hour are charged at R1500/hour. Call out forms and response time will be signed at the Eskom EOD desk on arrival on site, and on leaving site after completion of the works.

4. Poor workmanship/ Poor quality of works:

Reworks due to poor workmanship will be charged from the *Service Provider* after the investigation has been concluded by both parties, *Service Provider* and Employers representatives. All the costs incurred by the consent works will be deducted from the *Service Provider's* monthly assessment.

5. Transport Unavailability:

Delays of work to be done due to the transport unavailable will be charged from the *Service Provider*, *No one should delay any defect because the transport was not available.*

Qualifications of key personnel

Supervisor qualification: National diploma Civil Engineering
3 years related experience
Knowledge of SAP PM System

Safety officer: SAM Track certificate

3 years related experience

C3.3 Reports

The *Service Provider* to provide a job card pack that consists of as a minimum:

- Quality control
- Signed risk assessment.
- Signed QIP.

C3.4 Spares

The employer provides all the spares required performing the works onsite; it's the responsibility of the *Service Provider* to inform the employer of the required spares 4weeks before scheduling the works.

C3.5 Definitions

Disclosure Classification

PSR- Plant Safety Regulation
LAR – Limited access register

Description of the service

Executive overview

Hendrina Power Station is located within the Middleburg Magisterial District, approximately 35 km south-east of the town Middleburg and on the south-western border of the town Pullenshope. The power station is located south of the Optimum Colliery, which is the main supply of coal for the power station.

- Hendrina Road (N11) taking the Pullenshope turn off and continue about 8km, then there is a sign
- Hendrina Power Station and turn left to the security gate.

The duties of the Service Provider are to provide maintenance services to the civil infrastructure of Hendrina Power Station and Pullenshope quarters adjacent to the power station. These services include but not limited to plumbing maintenance and repairs, painting, minor road surface repairs, emptying of sewage sumps, unblocking and cleaning and digging of trenches, assisting coal plant team with manpower, casting concrete, building and demolition brick/concrete works, compactions, excavating, etc.

Employer's requirements for the service

The duties of the Service Provider are to provide maintenance services to the civil infrastructure of Hendrina Power Station and Pullenshope quarters adjacent to the power station. These services include but not limited to plumbing maintenance and repairs, painting, minor road surface repairs, emptying of sewage sumps, unblocking and cleaning and digging of trenches, assisting coal plant team with manpower, casting concrete, building and demolition brick/concrete works, compactions, excavating, etc

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
SANS	South African National Standards
ISO	International Organization for Standardization
N/mm	Newton per millimetre

NHBRC	National Home Builders Registration Council
CIDB	Construction Industry Development Board
PSR	Plant Safety Regulations
LAR	Limited Access Regulations

Management strategy and start up.

The *Service Provider's* plan for the *service*

1.1 The *Contractor's* plan for the *service*

- *Contractor* to ensure that they comply to the works management requirements
- Monthly technical report to be submitted to the *Contract/Service Manager*

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:
Tool Box Talk meeting	Daily	Hendrina Power Station	Employer, <i>Service Provider</i>
Risk register and compensation events	Monthly	Hendrina Power Station	<i>Employer, Service Provider</i>
Overall contract progress and feedback	Quarterly	Hendrina Power Station	<i>Employer, Service Provider</i> and ____
Key Performance Indicator meetings	Monthly	Hendrina Power Station	<i>Employer, Service Provider</i>

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

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

Service Provider's management, supervision and key people

Provide the organogram of the company.

Documentation control

All contractual communications shall be in the form of writing. All that relates to this contract must be kept in one original file and one duplicate file which will be compiled by the Contractor's resources according to documentation management system.

Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Service Provider* 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 *Service Provider* shall address the tax invoice to

_____ and include on each invoice the following information:

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

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

Contract change management

The *Service Provider* submits signed daily logbooks in the case that a compensation event arises.

Also documentation to be submitted is:

- Risk register form
- Compensation form
- Task order form

Records of Defined Cost to be kept by the *Service Provider*

Job cards and logbooks/daily attendance register

Insurance provided by the *Employer*

Training workshops and technology transfer

The employer to train the *Service Provider* personnel on Lifting machine operation however the trained personnel leaves site for any reason the *Service Provider* will be responsible to train new persons as required the employer.

Design and supply of Equipment

N/A

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

Equipment

None

Information and other things

None

Management of work done by Task Order

The execution of works to be handled by the use of a task order according to the price listing stipulated on this contract.

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements required by Eskom.

The *Contractor* is to ensure that all his personnel attend a Health and Safety Induction Course presented by *Employer* daily from 09:00 to 11:00, free of charge prior to commencement of any *works*. This is a two (2) hour course and is valid for the duration of one (1) year at Hendrina Power Station.

- (a) The *Contractor* works strictly to regularly updated risk assessment.
- (b) The *Contractor* ensures supervised and authorised entry into the plant.
- (c) The *Contractor* ensures at all times compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority.
- (d) The *Contractor* complies with the Occupational Health and Safety Act and Regulations, 1993 and all regulations made there under as well as the *Employer's* safety and operating procedures.
- (e) The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ people who have received sufficient training that they can comply therewith.
- (f) The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any provisions of the act, regulations or operating procedures.
- (g) All employees of the *Contractor* must attend a safety induction course before they are allowed to work on site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
- (h) The *Contractor* holds a Toolbox Talk and inspects all PPE before any work commences and keep written proof of such actions.
- (i) The *Contractor* complies with all of the applicable procedures as required by the *Employer*, Procedures available from the *Employers* Documentation Centre on request.
- (j) The *Contractor* familiarizes himself with all permit requirements for work to be done on all plant systems and ensures that permits are applied for accordingly. The *Consultant* specifically addresses all risks related to work in any area by means of a written and approved risk assessment, which is compiled in liaison with the *Employer*
- (k) The following risks have been identified by the *Employer*, and the *Contractor* shall include these in his risk assessment:
 - Injury caused by hand tools
 - High noise level
 - Falling when working at heights
 - Welding which may result in burning
 - Movement of stairs while walking
 - Falling into open trenches while walking
- (l) Any tampering with the *Employer's* fire equipment is strictly forbidden
- (m) All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment remains accessible at all times
- (n) In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 5555

- (o) Take the necessary action to safe guard the area to prevent injury and spreading of the fire
- (p) *Employer* provides the *Contractor* with the baseline risk assessment to use it as a minimum requirement to compile a risk assessment identifying all the risks before the implementation commences, the risk assessment compiled by the *Contractor* will clearly show all the mitigating strategies in order to minimize all the possible risks.

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints required by Eskom.

The Contractor ensures that all equipment used in the designs conform to all applicable environmental legislation

The Contractor adheres to the Employer's Environmental Management System that must meet the requirements for the Code of Practice for Environmental Management Systems (EMS), ISO 14001:2004

The EMS requirements are detailed in the latest revision of the following documents, which are available from the *Service Manager* on request, and include:

- ☐ The Hendrina Power Station Environmental Policy (HSPPPIN005)
- ☐ The Environmental Emergency Preparedness Procedure (HSPPIN032)
- ☐ The Prevention & Cleaning of Oil Spills Procedure (HSPPON003)
- ☐ The Waste Management Procedure (HSPPIN003)
- ☐ The Roles and Responsibilities Procedure (HSPPIN028)
- ☐ The EMS Non-Conformance, Corrective and Preventative Action (HSPPIN034)
- ☐ The relevant Environmental Management Programmes (EMP's) and Aspects on the Environmental Management System (EMS) database - this is continually changing and is available from the Employer's Representative
- ☐ Compliance to all relevant environmental legislation, as detailed in the latest version of the Hendrina Power Station Legal Register available from the Employers Representative
- ☐ All operational procedures that include environmental requirements, relevant to the Works Information or Scope of this contract

The Contractor is responsible to comply with any new environmental requirements, relevant to the Works Information or Scope that may come into effect as part of Employer's EMS during the duration of this contract

The Contractor is responsible to ensure representation at Environmental meetings that may require input for the updating of the EMS as well as training on an ad-hoc basis

If there is uncertainty around any environmental issues, the Employer's Environmental Department may be contacted on (013) 296 3011 or (013) 296 3910 or (013) 296 3013

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

Quality assurance requirements

QIP's from the *Contractor* shall be submitted to the system engineer for the approval before it can be used.

Procurement

People

Minimum requirements of people employed

Supervisor is to be in the position of a valid and legal Certificate in Civil Engineering, National Diploma or BSc Degree

BBBEE and preferencing scheme

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

Plant and Materials

Specifications

Any defected plant and or material being used by the *Service Provider* is to be corrected by the *Contractor* as per notification and scope of work provided by the *Service Manager* and operating personnel

Correction of defects

Any defect in Hendrina Power Station is to be corrected by the Service Provider within the notification period and new replacements are to be done as per instruction per *Service Provider*.

Service Provider's procurement of Plant and Materials

N/A

Tests and inspections before delivery

N/A

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

N/A

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

Security Arrangement

- a) The *Service Provider* applies for permits at the Security gate, prior to the starting date.
- b) All *Service Providers* personnel will be issued with a temporary access permit, which will contain the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- c) In order to assist Protective Services with the using of permits and the identification of the personnel on site, the *Service Provider* is to supply a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Security Area. The list, identified with the *Service Provider's* name, is to contain the following information:
 - Employee name.
 - Employee ID number
 - *Employer's Representative* signature

- Copy of the first page of the ID book of every employee of the *Service Provider*
- d) The *Service Provider* personnel will be required to be in possession of their *Service Provider's* permit at all times. All *Service Providers'* permits must be submitted to Protective Service when the relevant personnel leave the site after completion of the *works*.

The *Service Provider/s* visitors and all personnel conform at all times, to the security arrangements in force at the time.
- e) No unauthorized vehicles are allowed on site. Only *Service Provider's* vehicles with displayed contract vehicle permit disks will be allowed on site. Contract vehicle Permit Applications should be directed to the *Employer's Representative*.
- f) The *Service Provider* is restricted to the working areas associated with his place of work. The *Service Provider* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- g) Lost or damaged permits may be re-issued at a cost to be paid to the *Employer* by the *Service Provider*
- h) The wearing of falling device's (Harness etc.) on *Employer's* site is compulsory,
- i) Road sign's and the speed limit on site are adhered to. Vehicles may only be parked in designated areas.
- j) Personnel and vehicles entering and leaving the Site are subject to routing searches.
- k) The *Service Provider* makes his own assessment of, and allows in his rates for those access problems that may be encountered.
- l) Cameras including cell phones with camera facilities must be declared and handed in at the Security reception.
- m) No fire arms, Ammunition or explosives are allowed on the Power Station premises.
- n) Reporting for duty under the influence of liquor or intoxicating substances is prohibited.
- o) No recruiting of casual Labor may be done on the Power Station premises, including the immediate area outside the Power station security gate.
- p) Control, lighting and watchman to the *works* where required.

N/A

Tests and inspections before delivery

N/A

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

All Plant and Materials shall be provided by the *Employer*

Health and safety facilities on the Affected Property

Environmental controls, fauna & flora

The *Service Provider* shall comply with the environmental criteria and constraints. Ensure compliance to environmental requirements as per Eskom Holdings SOC Limited's Komati Power Station and Statutory requirements: Atmospheric Pollution Prevention Registration certificate Number: 784 issued by the Department of Environmental Affairs and Tourism and National Environmental Management: Air Quality Act, 2004 (ACT NO. 39 OF 2004)

Cooperating with and obtaining acceptance of Others

N/A

Records of *Service Provider's* Equipment

Scaffolding and lifelines in the case of working at heights is to be provided by the Employer. These need to be checked and green tagged before use and any scaffolding sitting without use for more than two weeks need to be rechecked before it can be used.

Equipment such as hired compactors, or any other material to be provided by the Employer which will be under the use or care of the *Service Provider* is to be inspected daily for any defects. If such defects are found and are not as the equipment was when delivered, such defects are to be repaired by the *Service Provider*

Equipment provided by the *Employer*

Grinder
Spades and shovels
Wheel barrows
Water pump machine
Drilling machine (concrete and steel bids)
Jack hammer
Circular saw
Jig saw
Grinder
TLB
Vacuum truck
Excavator

Site services and facilities

Provided by the *Employer*

The *Employer* provides electrical power from an existing distribution point to the *Service Provider* for the purpose of construction. The *Service Provider* is responsible for all connections and cable from the supply point. 220V supply is available, however continuous supply is not guaranteed.

The *Employer* supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the nearest operational taps. The *Service Provider* provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required. The *Service Provider* further maintains and removes these on completion of the contract.

A Medical Station, Fire Protection and Rescue Service are available on site during normal working hours at a cost to be agreed to with the various services and through consultation with the *Employer's Representative*.

The *Employer's Representative* / Supervisor ensure that the necessary isolation permits are obtained and arranges access to the plant.

The *Employer's Representative* will provide a site for the *Service Provider's* yard at a location that is indicated to the *Service Provider*. The *Service Provider* provides all the facilities required by him for such a site at his cost. The *Service Provider* maintains the site to meet the requirements of the health and safety requirements as per the requirements of the *Employer*. On completion of the project the *Service Provider* restores the site to its original state.

The *Service Provider* must ensure that all his personnel attend a Health and Safety Induction Course presented by the Power station free of charge prior to commencement with the Works. This is a three (3) hour course and is valid for the duration of one (1) year at the Power Station.

Provided by the *Service Provider*

The following is included in the works:

- All transport and handling (including the necessary packaging for damage and corrosion prevention) of equipment required to complete the contract works.
- All labour needed to offload at Site and install all items required to complete the contract works.
- All health and safety equipment required to complete the contract works.
- Accommodation if required during the contract works period.
- All tools required to complete the contract works.
- All workshop machinery required to complete the contract works.
- All consumables required to complete the contract works.
- Attendance at meetings as considered necessary by the *Employer*.
- All formwork and access equipment required to complete the contract works.
- At least one person in the *Service Provider's* service shall be competent to inspect Scaffolding for scaffolding needed by the *Service Provider* himself. Certificates must be handed in at Projects Management after the Contract has been awarded.
- Removal of redundant material to allocated sites.
- Access to Site. The Site is situated within the security area of the Power station with sole controlled access through the main gate. The *Service Provider* makes his own assessment of, and allows in his Price for, those access problems, which may be encountered. No claim on account of difficult access to the works is entertained during the contract period.

The *Service Provider* shall provide everything else necessary for providing the Works

Control of noise, dust, water and waste

All waste introduced to and/or produced on the Power Station's premises by the *Service Provider* for his contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act. 1994 Ref: ISBN0621-16295-5.

NOTE: There is no dumping or disposal site at Hendrina Power Station. The nearest registered landfill site is approximately 4 Km from the Station.

Hook ups to existing works

Tests and inspections

Description of tests and inspections

N/A

Materials facilities and samples for tests and inspections

N/A

List of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title