



NEC3 Term Service Contract (TSC3)

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

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

for **Maintenance and Calibration of Weighbridge Scales
at Kriel Power Station for a period of five (5) years on
an "as and when" required basis**

Contents:

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:

C1.1 Form of Offer and Acceptance

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

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

C1.3 Proforma Guarantees

N/A

C1.1 Form of Offer & Acceptance

Mandatory Tender Returnable

Offer

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

Maintenance and Calibration of Weighbridge Scales at Kriel Power Station for a period of five (5) years on an "as and when" required basis

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

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

Note: total price from the price list to be reflected in the block below. If not reflected, the tender will be found to be non-responsive

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 *Contractor* in the *conditions of contract* identified in the Contract Data.

Note: full signature to appear at the bottom, if not signed, the tender will be found to be non-responsive

Signature(s)

Name(s)

Capacity

For the
tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)*Name &
signature
of witness

Date

Morongwe Raphasha





General Manager

Eskom Holdings SOC Ltd
Kriel Power Station
Bethal / Ogies Road
Kriel
2271

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	-
	Fax No.	-
10.1	The <i>Service Manager</i> is (name):	TBC
	Address	Kriel Power Station, Operating Department
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Kriel Power Station Coal Plant

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

11.2(13)	The <i>service</i> is	Maintenance and Calibration of Weighbridge Scales at Kriel Power Station for a period of five (5) years on an "as and when" required basis
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> - Covid-19 - Unprotected Strikes - Expiry/loss of NCRS and SANAS accreditation status - Loss of qualified and certified scale technicians - Expiry of test weights calibration certificates
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	One (1) week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The proposed <i>starting date</i> is.	01 August 2022
30.1	The <i>service period</i> is	60 Months
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	14 or 30 days (BBBEE status) from invoice receipt
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</p>

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

6	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 <i>Employer's</i> risks	None
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 <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Four weeks/one month
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of

		Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	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	One month prior to tender closing date																														
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by																												
		0.	[•]	[•]																												
		0.	[•]	[•]																												
	The proposed tables below will be negotiated if an alternative proposal is not submitted by the tenderer																															
	<table><tr><th colspan="4">CPA Tables</th></tr><tr><th>Components</th><th>Table</th><th>Index</th><th>Proportion %</th></tr><tr><td>Fixed Portion</td><td></td><td></td><td>0.15</td></tr><tr><td>Material - Mechanical Engineering</td><td>Table G-1 Electrical</td><td>Seifsa</td><td>0.23</td></tr><tr><td>Transport</td><td>Table L-2(A)</td><td>Seifsa</td><td>0.02</td></tr><tr><td>Labour</td><td>Table C-3</td><td>Seifsa</td><td>0.60</td></tr><tr><td>TOTAL</td><td></td><td></td><td>1</td></tr></table>	CPA Tables				Components	Table	Index	Proportion %	Fixed Portion			0.15	Material - Mechanical Engineering	Table G-1 Electrical	Seifsa	0.23	Transport	Table L-2(A)	Seifsa	0.02	Labour	Table C-3	Seifsa	0.60	TOTAL			1			
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	[•]	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																															
X17.1	The <i>service level table</i> is in		As per 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		The value of the contract																													

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
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 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
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 matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <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	One (1) month 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	One (1) hour of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply and Z15

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z10.1 or had a business rescue order granted against it.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* 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 *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related

control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Z15 Contract Financial Commitments

Z15.1 Task orders will be issued by the *Service Manager* on an "as and when" required basis. The liability of the *Employer* is limited to the total of the Prices stated in the specific Task Order and not the total Price stated in the Service Information. The *Employer* is not obliged to issue any Task Order to the *Contractor* despite the *Contractor* being awarded the contract.

Annexure B: Table of low service damages (X17)

LOW SERVICE DAMAGE DESCRIPTION	EXPLANATION OF CRITERIA	PENALTIES
Response time per task order	Delays in response time per task order/call out	<ul style="list-style-type: none"> • Up to 5 hours - No penalties • 6 hours – 10 hours - 5% of the total task order invoice • 11 hours – 15 hours - 10% of the total task order invoice • More than 20 hours - 20% of the total task order invoice
Unable to repair the fault on a call out	Failure to repair the fault on call out	<ul style="list-style-type: none"> • 100% of the task order or call out invoice
Repeat failures and/or call outs	Same problem/fault on the same equipment and/or component	<ul style="list-style-type: none"> • Within 10 days – 100% of the task order invoice • 11 days – 20 days – 75% of the task order invoice • 21 days – 30 days – 50% of the task order invoice • Above 30 days - 0% of the task order invoice

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

Note: Mandatory tender returnable.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
Note: If the direct fee and subcontractor fee is not completed, payment will be at actual cost without any fee percentage considered		
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	

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

Responsibilities:

Qualifications:

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item No.	Designation (or category)	Unit	Quantity	Rate	Total Price
100	Preliminaries and Generals (P&G's)				
101	SHE file (Once off for the whole term of the contract and reviewed annually).	Sum	5		
102	Medicals and Induction	Yearly	5		
103	Transportation to site	Km	62400		
Sub-total P&G's					
200	Normal working hours				
201	Scale Technician	Hours	2700		
202	Scale Assistant	Hours	2700		
203	IT Technician (Site visit)	Hours	1800		
204	IT Technician (Remote Access)	Hours	4800		
205	IT Training Officer	Hours	1200		
Sub-total Normal working hours					
300	Overtime 1 (OT1) – Monday to Saturday				
301	Scale Technician	Hours	1200		
302	Scale Assistant	Hours	1200		
303	IT Technician (Site visit)	Hours	1200		
304	IT Technician (Remote Access)	Hours	2400		
Sub-total Overtime 1					
400	Overtime 2 (OT2) – Sundays and Public Holidays				
401	Scale Technician	Hours	900		
402	Scale Assistant	Hours	900		
403	IT Technician (Site visit)	Hours	900		
404	IT Technician (Remote Access)	Hours	1200		
Sub-total Overtime 2					
500	VERIFICATION OF WEIGHBRIDGE SCALES (Include verification technicians, test truck to site, test weights, actual verification and adjustments and writing/issuing of verification certificate and test reports)				
501	Scales verification - Week days	Each	15		
502	Scales verification - Saturdays	Each	5		
503	Scales verification – Sundays & Public Holidays	Each	5		
Sub-total Weighbridge scales verification					
600	IT SOFTWARE, HARDWEAR AND SPARES				
601	Replacement Weighbridge Computer Software	Package	3		
602	Industrial PC Tower Replacements	Each	5		

603	Computer Optical Mouse with USB cord	Each	10		
604	20 Inch LED Computer monitors	Each	8		
605	Computer QWERTY Keyboard	Each	10		
606	Printer (Suitable for the provided PC and software)	Each	5		
607	Printing papers (Suitable for the selected or provided printer)	Box	600		
608	Printer Cartridge (Suitable for the selected or provided printer)	Each	240		
609	Power cables (Suitable for the selected or provided PC, Monitors and printer)	Each	4		
610	USB Printer cable (Suitable for the selected or provided printer)	Each	4		
611	Infrared (IR) night vision camera	Each	4		
612	50 Inch LED TV monitors	Each	11		
613	Truck control robots (including installation)	Each	6		
Sub-total IT Software, Hardware and Spares					
700	MECHANICAL SCALE SPARES				
701	9.5m PDX load cell cables	Each	300		
702	4.5m PDX load cell cables	Each	60		
703	30m PDX indicator cable	Each	2		
704	30t Mettler Toledo PDX load cell (Model SLC820)	Each	5		
705	USB Dongle	Each	3		
706	Mettler Toledo IND 560 Indicator or higher/latest model	Each	2		
707	Mettler Toledo IND 560 Power Supply or latest model	Each	2		
708	Mettler Toledo Isolation Transformer with kit	Each	2		
709	Blue earth cable	Each	2		
710	F3AL 250v fuse	Each	20		
711	M16 Hex bolts x 45mm long with nuts and flat washers	Each	160		
Sub-total Mechanical Scale Spares					
Total Rand Value excl VAT & CPA					

The total of the Prices

..... Name Signature Date
---------------	--------------------	---------------

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

Part 3: Scope of Work 3

C3.1: Employer's service Information iv

1	Description of the <i>service</i>	vi
1.1	Executive overview	vi
1.2	<i>Employer's</i> requirements for the <i>service</i>	Error! Bookmark not defined.
1.3	Interpretation and terminology	Error! Bookmark not defined.
2	Management strategy and start up.	vi
2.1	The <i>Contractor's</i> plan for the <i>service</i>	xv
2.2	Management meetings	xvi
2.3	<i>Contractor's</i> management, supervision and key people	xvi
2.4	Provision of bonds and guarantees	xvi
2.5	Documentation control	xvi
2.6	Invoicing and payment	xvii
2.7	Contract change management	xviii
2.8	Records of Defined Cost to be kept by the <i>Contractor</i>	xviii
2.9	Insurance provided by the <i>Employer</i>	xix
2.10	Training workshops and technology transfer	xix
2.11	Design and supply of Equipment	xix
2.12	Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	xix
2.12.1	Equipment	xix
2.12.2	Information and other things	xix
2.13	Management of work done by Task Order	xx
3	Health and safety, the environment and quality assurance	xxi
3.1	Health and safety risk management	xxi
3.2	Environmental constraints and management	xxi
3.3	Quality assurance requirements	xxii
4	Procurement	xxiv
4.1	People	xxiv
4.1.1	Minimum requirements of people employed	xxiv
4.1.2	BBBEE and preferencing scheme	xxiv
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	xxvi
4.2	Subcontracting	xxvi
4.2.1	Preferred subcontractors	xxvi
4.2.2	Subcontract documentation, and assessment of subcontract tenders	xxvi
4.2.3	Limitations on subcontracting	xxvi
4.2.4	Attendance on subcontractors	xxvi
4.3	Plant and Materials	xxvi
4.3.1	Specifications	xxvi
4.3.2	Correction of defects	xxvii
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	xxvii
4.3.4	Tests and inspections before delivery	xxvii
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	xxvii
4.3.6	Cataloguing requirements	xxvii
5	Working on the Affected Property	xxviii
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations	xxviii
5.2	People restrictions, hours of work, conduct and records	xxix

5.3	Health and safety facilities on the Affected Property	xxx
5.4	Environmental controls, fauna & flora.....	xxx
5.5	Cooperating with and obtaining acceptance of Others.....	xxx
5.6	Records of <i>Contractor's</i> Equipment.....	xxx
5.7	Equipment provided by the <i>Employer</i>	xxx
5.8	Site services and facilities.....	xxx
5.8.1	Provided by the <i>Employer</i> xxx	
5.8.2	Provided by the <i>Contractor</i> xxxi	
5.9	Control of noise, dust, water and waste	xxxii
5.10	Hook ups to existing works	xxxii
5.11	Tests and inspections	xxxii
5.11.1	Description of tests and inspections xxxii	
5.11.2	Materials facilities and samples for tests and inspections xxxii	
6	List of drawings xxxiii	
6.1	Drawings issued by the <i>Employer</i>	xxxiii

1 Description of the service

2 Executive overview

Eskom Kriel Power Station operates two surface-mounted single deck (24m x 3m) Mettler Toledo weighbridge scales to weigh mainly the coal trucks from various import coal mines to the station. Scale No. 1 (incoming or inbound scale) is used to weigh incoming loaded coal trucks and scale No. 2 (outgoing or inbound scale) is used to measure outgoing empty trucks. The weighbridge scales are also used to weigh fuel oil trucks, diesel truck and scrap metal trucks for payment purposes and are therefore fully registered with the relevant authorities (SA Registration No. 1381-AA13)

Each scale has a maximum capacity of 60 tons and has ten (10) load cells connected in series with PDX cables to an IND560 controller or indicator that is linked to a two PC's with a Mettler Toledo compatible software and a common printer. The controller or indicator, the PC's and the printer are placed in a cabin situated in between the two Weighbridge scales. Measurement is recorded once the truck is moved and stopped on the Weighbridge scale. A truck is weighed on incoming or inbound scale upon arrival and again weighed on outgoing or outbound scale after offloading before leaving site. The data is collected and routed to the PC software system for further processing (i.e. determine the nett mass which is used for payment purposes). A print copy of the results is provided to the truck driver only after offloading. A print copy is made out or printed in triplicates, one copy is retained at the weighbridge and attached to the truck driver or mine slip while the other two copies are given to the truck driver (One Kriel weighbridge slip is for the coal transporter and the other one is for the coal mine supplier).

The scope for the Weighbridge scales maintenance and calibration contract covers the two scales at Kriel Power Station. The scope of work covers the verification, inspection, testing and maintenance/repairs of the scales and related IT components as per the Legal Metrology Act in South Africa and as well as the client requirements and standards on "as and when" basis for the period of five (5) years.

3 Detailed Scope of work

3.1 Scope

This scope of work requires the services of a contractor that is a current active registered accredited member who complies as per the recent Metrological Act in South Africa.

The maintenance work includes but not limited to:-

- a. Annual verification of the weighbridge scales. The indicators must be sealed after successful scale verification to prevent unauthorised tempering.
- b. Issue verification certificates and test reports.
- c. Do fault finding and repairs of defective scales and their auxiliaries (i.e. respond to breakdowns on scales and their auxiliaries) as and when required.
- d. Periodic Inspection and Maintenance of the weighbridge scales and their auxiliaries.
- e. Completion of service records.
- f. Supply required mechanical and IT spares to keep the weighbridge scales running in good condition
- g. Supply, install, commission and maintain replacement hardware and software IT equipment required for the proper functioning of the weighbridge.

3.2 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

Normative

- [1] ISO 9001 Quality Management Systems
- [2] Legal Metrological Act No. 9 of 2014.
- [3] SANAS
- [4] SANS
- [5] NRCS

Informative

- [1] ISO 9001 Quality Management Systems
- [2] ISO 14001 Environmental Management System
- [3] ISO 45001-2018 - Occupational health and safety management systems
- [4] 32 -727 :SHEQ Policy
- [5] 32-85 - Information Security Policy
- [6] 32-37 : Substance Abuse Procedure
- [7] 32- 421: Eskom Life Saving Rules

3.3 Definitions

Term	Explanation
Verification	Means the procedure of examination and issuing of a verification certificate by accredited Verification Officer and marking with a verification mark that ascertains and confirms that the measuring instrument complies with a legal metrology technical regulation, and includes initial verification and subsequent verifications.
Client/Employer/Kriel	Eskom, Kriel Power station
Document	Any written, printed, electronic or pictorial information describing, defining, specifying or certifying activities, requirements, procedures or results that provides information or evidence or that serves as an official record
Inspection	Activities, which by means of examination, observation or measurement, determine the conformance of material, parts, components etc., to predetermined specifications and quality requirements.
Maintenance	A combination of all technical, administrative and managerial actions during the life cycle of an item intended to retain it in or restore it to, a condition in which it can perform its required function.
Weighbridge scale or scale	A large set of scales, usually mounted permanently on a concrete foundation, that is used to weigh entire rail or road vehicles their contents. By weighing the vehicle both empty and when loaded, the load carried by the vehicle can be calculated.
Weighbridge software or Software	Refers to a class of software pertaining to the collection and computing or processing system of transactional scale weighment data, specifically for truck scales used to weigh heavy trucks, light trucks, or other commercial vehicles.

3.4 Abbreviations

Abbreviation	Explanation
IT	Information Technology
ISO	International Organization for Standardization
NRCS	National Regulator for Compulsory Specifications

Abbreviation	Explanation
KPS	Kriel Power Station
SANS	South African National Standards
SANAS	South African National Accreditation System
PC	Personal Computer
PPE	Personal Protective Equipment
SAQCC	South African Qualification and Certification Committee
QCP	Quality Control Process

3.5 Roles and Responsibilities

Role	Responsibility
Eskom Coal and Ash Manager	<ul style="list-style-type: none"> ○ Appointment and overall management of the contract. ○ Coordinating and manage contract budget and expenses ○ Ensure that the contractor operates within the budget ○ Manage and maintain an contract records and correspondence between the employer and the contractor ○ Ensure that all work performed compiles with the Metrology act regulation and quality requirements ○ Review, verify, and approve receipt of services/deliverables from the contractor ○ Manage and maintain an contract records and correspondence between the employer and the contractor ○ Ensure that the contractor compliance with the conditions of contract ○
Eskom Coal management Technician	<ul style="list-style-type: none"> ○ Address the issues raised by all stakeholders involved in weighbridge management in the station ○ Coordination of required scale maintenance. ○ Responsible for the planning and management of calibration activities. ○ Responsible for arrangement of the frequent cleaning of the weighbridge and its surrounding ○ Responsible for the safekeeping of calibration certificate for audit purposes. ○ Responsible for the loading of notifications to initiate required maintenance.
Eskom outside plant shift supervisor	<ul style="list-style-type: none"> ○ Is in charge of outside plant sections, including coal plant ○ Responsible for directing the coal plant operation. ○ Ensures that the service provider staff reports to work on every shift ○ Address defects and safety issues raised by the coal plant supervisor ○ Ensures that there's proper communication between the coal plant and bunker tripper car operators
Contractor / Service Provider	<ul style="list-style-type: none"> ○ Comply to all requirement as per this work information ○ Carry out the work as per the scope of work requirement

3.6 Service and personnel Requirements

3.6.1 Service and personnel requirements

- a. The contractor shall have at least three years or more experience working with weighbridge scales. Company experience profile to be provided.
- b. The contractor shall have required accreditation as per Legal Metrology Act requirements. (NRCS Designation Verification Body, NRCS Designation Repair body and SANAS Accredited Verification Laboratory). The contractor shall maintain the accreditation/certification standards or status in a current and valid state for the duration of the contract. Accreditation certificates shall be provided.
- c. The contractor shall have qualified scale technicians (Verification Officers and person responsible for repairs, at least more than three technicians per category) as per the Legal Metrology Act requirements with at least three years or more experience working with conveyor belt scales. Technicians' qualifications and curriculum vitae (CV's) shall be provided.
- d. The contractor shall have a test unit (a roadworthy transportation vehicle and test weights with valid SANAS Accredited calibration test certificates) for the duration of the contract. Copies of the test weights calibration certificates shall be supplied.
- e. Shall ensure that the traceability of the accuracy of its verification standards is maintained to the national standards of mass at all times.

- f. Establish and maintain a document management system to ensure compliance with Trade Metrology ACT, SANS, SANAS and NRCS standards and requirements. Copies on verification and calibration procedures or methodologies shall be supplied.
- g. Keep records of all reported and observed faults history for the period of the contract.
- h. Shall maintain Kriel scales in accordance with South African legislative requirements.
- i. Shall advise the client of developments pertaining to the weighbridge scales preventative maintenance strategies as well as latest legislative requirements during the contract term.
- j. Shall ensure high level of accuracy and reliability of Kriel Scales through regular maintenance, inspections, and verification at prescribed intervals as guided by the Legal Metrology Act and/or the Client requirements. As a minimum, the proper scales inspection or service and repairs shall be four times per year (i.e. once quarterly) and the contractor shall issue full inspection reports.
- k. After Verification, a Verification certificate which complies with SANAS requirements accompanied by full test reports shall be issued to the client within five (5) working days after the date of verification.
- l. The contractor shall be available 24 hours, 7 days a week (including public holidays) on call out basis for repairs and maintenance services. The contractor shall be on site within five (5) hours after the call out has been made. For this, the contractor shall provide the client with the main contact cellular phone number for afterhours call outs as well as alternative contact numbers for in case if the main one is not available. The contractor shall issue a service report after every call out.
- m. The contractor shall develop quality control process documents in compliance with Eskom standards.
- n. Service provider shall have the required input menu passwords to the Mettler Toledo indicator system to be able to effect calibrations, adjustments, do fault findings, checking load cells outputs, address new load cells locally if required, etc. The service provider must have full knowledge and experience of working the Mettler Toledo indicator system and all connection from the indicators to the PC's as well as between the two PC's (inbound and outbound PC's).
- o. The contractor must have the legal right to maintain the Mettler Toledo weighbridge scales used at Kriel Power Station as well as acquiring and supplying the required spares.
- p. The contractor must develop quality control process documents in compliance with Eskom standards.
- q. The contractor shall supply required spares to keep the weighbridge scales in good operating conditions at all times. The contractor shall be at liberty to suggest the latest or alternative spares should the current installed ones be obsolete. Where the latest or alternative spares necessitate or triggers re-registration of the weighbridge scales with the relevant authorities, the contractor shall, firstly supply only approved and verified/certified equipment/instrument for trade purposes and secondly facilitate the re-registration or updating of the Kriel weighbridge data with the relevant authorities.
- r. The contractor supply, install, commission and maintain all replacements hardware and software IT equipment required for the proper functioning of the weighbridge. For this purpose, the contractor shall either own the weighbridge software or have a formal written contractual agreement with the software developer for support services. The contractor shall develop and provide weighbridge data back-up system for weighbridge information/data

s. Requirements for the IT software and hardware portions are:-

- I. The contractor shall supply, install, commission and maintain all replacements IT equipment required for the proper functioning of the weighbridge, including but not limited to weighbridge scale software (which must be compatible with IND 560 indicator system), PC towers, keyboards, mouse, computer screens, all electrical and IT equipment connection cablings, printers, printer cartridges, printing papers and all peripherals. All equipment must be at least IP54 Rating or higher since there is a lot of dust ingress at Weighbridge. The printer must be able to print in triplicate and A4 paper is not recommended to save costs. The contractor shall also install a minimum of 4 infrared or IP CCTV cameras with excellent night vision on each scale. The camera footage shall be connected to the two TV screens in the weighbridge cabin, one in front of the inbound computer and the other one in front of the outbound computer. The IT software must support the CCTV camera system. The software must also be integrated with the robot system at the entrance of the both weighbridges to control the trucks movement onto the scales.

II. PC Hardware Specification for Industrial PC**Specifications****Mechanical Design**

Mounting	Rack Mount
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Software Support

Supported OS	Windows 10 Ultimate (FES) 64-bit; Windows 10 Ultimate (FES) 32-bit; Windows 10 Professional (FES) 64-bit; Windows 10 Professional (FES) 32-bit
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Core System

CPU socket	
CPU socket	
Processor	Core i7-2600; Core i5-2400; Celeron G540
Memory	16GB; 8GB; 4GB
RAS	Hardware monitor (Fan speed / Temperature / Voltage)
Security (TPM)	

Interface

Video	1x HDMI; 1x Analog RGB
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Memory card	-
LAN	2x 1000BASE-T
Audio	1x Line out; 1x Line in; 1x Mic
I/O	6x USB2.0

Expansion Slot

Expansion bus	1x PCI Express(x16); 6x PCI
Drive bay	3x 5-inch bay (SATA); 1x 3.5-inch bay (SATA)

Power

Input voltage	100 ~ 240VAC
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Environment

Operating temperature	5 to 40°C (41 to 104°F)
Storage temperature	0 to 60°C

Software Requirement from IT Support

Software:

1. Windows 10
2. MS Office 2010 /Higher
3. MS SQL server 2016
4. MS Visual Studio 2010 / Higher

Other considerations

1. Static IP address to be assigned to the PC's (Same Static IP from the current PC's shall be used).
2. Remote Desktop Connection should be enabled for IT support or assistance (For this, 3rd Party IT Contractors must receive an Eskom's Unique Number for Remote Access via VPN).
3. The contractor shall adhere to all IT requirements as per Eskom IT information security policy, ref no. 32-85
4. The contractor shall ensure that there is always a ready and tested PC tower that can be used as either inbound or outbound in times of emergency. The PC shall have all required software packages from windows to application software.

III. Weighbridge Software Requirements

- a) The software must be compatible with Mettler Toledo weighbridge scale indicators
- b) The software must be able to record or capture the weighbridge scales readings automatically while the mine coal supplier truck details are captured manually (Refer to section IV for the information to be recorded or captured).

- c) The weighbridge data must be completely secured for security purpose and not accessible to weighbridge operators or any other unauthorized person for either viewing or editing. The PC's must be completely locked for any changes or installation of any software's including changing or setting the time on PC's. Only authorized administrators must have access to do any changes to the PC's. The PC's must only have weighbridge related software's and nothing else.
- d) The contractor must provide software updates and patches to fix bugs.
- e) Backups (Data and system) must be performed regularly as part of the maintenance records and must be kept at Kriel
- f) The contractor must provide an emergency recovery system in a form of an image or similar that will allow for quick restoration of the application
- g) The contractor must provide software releases, updates and versions of the weighbridge software installed throughout the contract period.
- h) Weighbridge data must be remotely accessible for viewing (i.e. reports) for the previous hours data for truck processed, hourly reports for the current day from Midnight, previous days for the current month and previous months for the current calendar year (refer to section V for the information required on the reports).
- i) The software must automatically create unique consecutive numbers or Kriel weigh bill numbers for every truck captured. These numbers must also be printed on Kriel weigh bill slips and must never be repeated for the life of the weighbridge scales. The consecutive numbers must only be created for completed transactions (i.e. after the second weighing or exit mass of the loads).
- j) An alarm or flag must be raised for open transactions older than 24 hours. Open transactions refers to the transactions that have been captured or weighed in but not yet captured or weighed out.
- k) The software must have auto mailer capabilities i.e. automatically send out truck report data daily at midnight for the previous day (midnight to midnight) captured data to pre-determined email addresses (refer to section V for the information required on the reports).
- l) The software must calculate the deviation between the net tonnages recorded on the client scales and the truck or mine tonnages on the mine slip in tonnages entered manually and also convert the deviation to percentages. Plus or minus signs and/or green and reds numbers must be used to demonstrate over or within deviations. Alarm or pop-up message must be sounded or triggered for any deviations above 3% for immediate investigation. Only the supervisor must have the rights to clear the alarm and allow continuation of truck processing.
- m) The software must be able to integrate up to four infrared night vision or IP CCTV Camera with excellent night vision per scale for capturing pictures, all 8 Cameras with live viewing On Screen at Weighment Time, Vehicle Image Capture Automatically At Time of Weighment and Save in HDD with transaction Data (refer to section VI for other requirements). The camera system must have a good night visions. Over and above continuous recording, a front truck picture or image must be taken when every time the mass is captured or saved. There must be an option of printing individual truck slips with the front image of the truck printed on the slip.
- n) The software must have an interlock where no two trucks data can be captured without one truck having to move off or leave the scales. In other words, once one truck has been captured in or out, the scale must first go back or down to zero (0) or at least not more than 200Kg before the next truck data can be captured. For this reason, a robot system must be installed at the entrance of both scales where the next truck can only drive onto the scale once the robot turns green and the system is ready to capture the next truck. The robots must be a 200mm diameter LED Red and Green Light Sources with 300 000 - 500 000 continuous operation hours with backing boards mounted on a pole which is planted in the ground at the entrance of the weighbridge scale. The robots shall be 230V AC Operation with Automatic Robot Controller linked to the weighbridge software and operation. All cables and wirings must be routed in a proper trunking/conduit/cable rack to prevent damages to the cables.
- o) All Kriel weighbridge operators must have their own individual unique login details, which they must use to access the software system before capturing the trucks. Weighbridge operators

must only be able to weigh trucks in/out and draw limited hourly reports. Other rights shall be strictly denied

- p) A super-user/s from the client must be trained and given access to create or delete weighbridge operator's unique login details, create or register new mine suppliers, transporters or stockpile numbers and make limited changes. A super-user/s must provide first line assistance, on site or remotely. Each super-user must have his/her own login details for tracking purpose.
- q) MS SQL server must be able to be shared with the third parties.

IV. The inputs from the weighbridge operator when a truck arrives at the weighbridge:-

- a) Product being weighed i.e. coal, coal sample transporters, diesel, fuel oil, scrap metal, etc. (Pre-entered and the dropdown list used to select it) - Mandatory
- b) The name of the Coal mine supplier (Pre-entered and the dropdown list used to select it) - Mandatory
- c) The name of the transporter or hauler (Pre-entered and the dropdown list used to select it) - Mandatory
- d) Coal mine supplier weighbridge slip ticket number or weigh bill number - Mandatory
- e) Coal mine supplier stockpile number (Pre-entered and the dropdown list used to select it) - Mandatory
- f) Coal mine supplier weigh bill slip full load truck recorded weight, empty truck recorded weight and loaded product load or net mass (calculated, the difference between the full and empty loads) – Mandatory
- g) The date on which the truck was loaded or rather weighed out at the mine (Optional)
- h) Coal truck registration number - Mandatory
- i) Truck driver's name (Optional)
- j) Truck wagons/trailers registration numbers, at least two registration numbers entries for trailer 1 and trailer 2 (Optional)
- k) Truck wagons/trailers tarpaulin seal tag numbers, at least two seal tag numbers entries for trailer 1 and trailer 2 (Optional)
- l) Kriel full load and empty weighbridge masses (Captured automatically from the scales indicator) – Mandatory
- m) Kriel measured product load or net mass. This is a computed or calculated value (difference between full and empty weights/masses) by the software - Mandatory
- n) Date and time in and date and time out captured at Kriel weighbridge (Captured automatically) – Mandatory
- o) Kriel weighbridge unique consecutive number or weigh bill number (Created and captured automatically) – Mandatory
- p) Kriel weighbridge operator's name (Captured automatically once the operator has logged in the system) – Mandatory
- q) The software must at least have three (3) spare inputs that maybe used in future
- r) The inputs must be able to be renamed or changed should it be required or necessary
- s) All mandatory fields captured manually must be able to stop further processing or flag an error message if not completed and raise the flag or indicate or point on the field that has not been completed.

V. Weighbridge reports must contain the following information (Reports must be sent out in editable Microsoft Excel format):-

- a) Only completed transactions or loads must be on the reports (i.e. only the loads that have been weighed in and out)
- b) Product being weighed i.e. coal, diesel, fuel oil, scrap metal, etc
- c) The name of the Coal mine supplier
- d) The name of the transporter or hauler

- e) Coal mine supplier weighbridge slip ticket number or weigh bill number
- f) Coal mine supplier stockpile number
- g) Coal mine supplier weigh bill slip full load truck recorded weight, empty truck recorded weight and loaded product load or net mass
- h) Kriel weighbridge full load truck recorded weight, empty truck recorded weight and loaded product load or net mass
- i) Product load or net mass deviation or differences between coal mine supplier and Kriel weighbridge. This value must be recorded in both tonnages as well as in percentage deviations. This is a computed or calculated value by the software
- j) Coal truck registration number
- k) Truck wagons/trailers registration numbers
- l) Truck wagons/trailers tarpaulin seal tag numbers
- m) Date and time the (on separate columns) that the truck was captured at Kriel inbound scale
- n) Date and time (on separate columns) that the truck was captured at Kriel outbound scale
- o) Kriel weighbridge unique consecutive number or weigh bill number
- p) Kriel weighbridge operator's name

VI. CCTV integration (picture) requirements

- a) The software must supports Infrared night vision camera (IR) integration for proper and accurate control.
- b) A minimum of cameras four (4) cameras per weighbridge scale must be connected or installed (front, back, top and inside weighbridge cabin).
- c) The camera footages must be retrieved and easily searched to verify issues on transactions.
- d) The contractor shall install the CCTV cameras and viewing monitors in the weighbridge cabins. The CCTV cameras must be connected to the two TV screens in the weighbridge cabin, one in front of the inbound computer and the other one in front of the outbound computer
- e) There must an option of printing individual truck slips with the front image of the truck printed on the slip

VII. The software program and all related IT equipment including CCTV cameras and robot systems installed during the term of the contract shall remain the property of Eskom upon the end of the contract. The contractor shall provide the client with all required passwords to access the software.

VIII. The contractor shall provide the necessary and required continuous training and support for the client to operate the software successfully during the term of the contract.

IX. The current historical data at weighbridge PC's shall be preserved and integrated or migrated into the new software data. The current historical data is in Access database format. The historical data goes as far back as 2013.

4 Management strategy and start up.

5 The Contractor's plan for the service

The *Contractor* will submit a plan to the *Service Manager* for acceptance within the period stated in the service agreement. The *Contractor* shall indicate the starting dates of the operators in his plan

6 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:
Kick-off meeting	Within two weeks after the contract has been awarded	<i>Service Manager's</i> office	<i>Employer, Contractor</i>
Risk register and compensation events	Discussions to take place as soon as a risk is notified	<i>Service Manager's</i> office	<i>Employer, Contractor</i>
Overall contract progress and feedback	On monthly basis	<i>Service Manager's</i> office	<i>Employer, Contractor</i>

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

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

7 Contractor's management, supervision and key people

Before any work commence on site the *Contractor* will provide his Safety File to Kriel Power Station's Safety Department for approval. Valid medicals shall form part of the safety file – Refer to Kriel Contractor SHE Requirements RSR0001

The *Contractor* to provide a list of key personnel with contact numbers who will carry out the work on site with their qualifications attached. A company organogram will be required by the *Service Manager* to communicate accordingly to comply with the NEC3 Term Services Contract communication structures.

8 Provision of bonds and guarantees

Not Applicable

9 Documentation control

Documentation requirements covers all reports, certificates or any other document exchanged between the client and the *Contractor* for the duration of the project. Not only must these documents be comprehensive and complete but shall comply with strict document control and revision procedures.

The *Contractor* is responsible to plan the supply of the documentation during the period of the contract and to provide the documentation in accordance with the Contractor Document Submission Schedule (CDSS).

The *Contractor* submits all documentation on a formal transmittal form to the *Service Manager*.

All documentation shall be presented in British English in both software and hardware.

All Communications will be filed and kept on site at all times as it is crucial to have the correct communication structures. These communication documents should at all times adhere to the NEC 3 Term Service Contract communication requirements.

Contractor Document Submission Schedule (CDSS)

Document Name/Description	Date/Time documents to be submitted
Baseline risk assessment	A month after signing the work
Contractor's Safety file	Two weeks after signing the contract
Service reports	After every call out
Inspection check sheet	After every planned or routine inspections
Verification reports	After every verification exercise

10 Invoicing and payment

- No invoices to be handed to an individual. There is no need for the *Purchaser Representative* to sign invoices as they perform Goods Receipt (GR) in the system. The Goods Receipt serves as the approval of payment.
- **Invoices must be delivered to the Eskom Documentation Centre (email to: Invoiceseskomlocal@eskom.co.za) as this will speed up the payment process and ensure that invoices are not lost and payments delayed.**
- Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

Invoices to be addressed to:

Eskom Holdings SOC Ltd
Reg. No. 2002/015527/30
Kriel Power Station
Accounts Payable
Private Bag X5009, Kriel 2271
Email to: Invoiceseskomlocal@eskom.co.za

The *Supplier* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.

The *Supplier* is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms. The following information to be reflected on each invoice:

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

Supplier is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

Service related invoices

- a) Once the *service* have been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment/certificate
- c) A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- d) *Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
- e) *Service Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the *service* has been rendered and the Assessment/Payment certificate signed
- f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

Goods Delivered Invoices

- a) Once the Goods are delivered, the *Service Manager* performs a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *Service Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

General Information related to Eskom Invoices

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established.

11 Contract change management

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination.

If the *Employer's Service Manager* authority change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

12 Records of Defined Cost to be kept by the Contractor

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log and this will be submitted to the *Service Manager* for his signature at the end of shift. The log will include but not be limited to the following:

- Date and day
- Weather
- Site Conditions
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period

Any communication and documentation during this service agreement to be filed in the contract file. This file is in the possession of the *Service Manager* at all times.

13 Insurance provided by the *Employer*

As stated in Contract Data as per Eskom Insurance Policy.

14 Training workshops and technology transfer

The *Service Manager* may request a detailed workshop or bar charts which fit into the logic and time span of the Accepted Programme, and reflect the required manufacturing completion dates.

The *Contractor* should create a schedule for training on the plant for the *Employer's* nominated employees if required from the *Service Manager*.

This training should be relevant for the *Employer's* employees to perform front line fault finding or maintenance.

15 Design and supply of Equipment

Details of the design of Equipment is shared with the *Service Manager*, not necessarily for his acceptance but, as an assurance that the Equipment will be able to allow the *Contractor* to Provide the *Service* efficiently and without delay.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment.

The *Contractor* submits particulars of the design of an item of equipment to the *Service Manager* for acceptance when the *Service Manager* instructs him to. A reason for not accepting is that the design of the item will not allow the *Contractor* to provide the service in accordance with the Service Information, accepted plan or the applicable law.

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

17 Equipment

None

18 Information and other things

The *Contractor* has the right to use Equipment, Plant, and Materials as stated in this Service Information provided by the *Employer* to provide the *service*.

At the end of the *service period* the *Contractor* returns all Equipment and surplus materials to the *Employer*. Provides items of equipment for the *Employer's* use as stated in the Service Information and provides information and other things as stated in the Service Information.

19 Management of work done by Task Order

A Task is work within the *service* which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time.

A signed Task Order is the *Service Manager's* instruction to carry out a Task.

Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task
- Conditions of the *service agreement* is in accordance with the Task Order issued

The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.

The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.

No Task Order is issued after the end of the service period.

Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.

It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.

Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.

When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Response time within 2 hours for any communication when the *Contractor* acknowledges the emergency.
- Provide a schedule within 8 hours after Task Order provided to the *Contractor*
- Mobilise within 5 hours after Task Order have been accepted by both parties.

20 Health and safety, the environment and quality assurance

21 Health and safety risk management

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 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 Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

22 Environmental constraints and management

The *Contractor* provides an Environmental Management Plan applicable during installation and maintenance of *works*. The plan provides a guideline on the environmental management of the handling of the *works*. All waste will be handled in an environmentally friendly manner. The *Contractor* conforms to the "polluter pays principle", duty of care and other NEMA principles.

The *Contractor* conforms to all requirements dictated in the document "Kriel Environmental Management System Manual & Plan (RER 0363), Kriel Waste Management Procedure – RER 0221, Kriel Environmental Non-conformances, corrective and preventive measures as well as the National Environmental Management Act (NEMA, Act No. 107 of 1998) and the National Environmental Management Waste Act (NEMWA, Act No. 59 of 2008). This is achieved by undertaking inspections, audits, monitoring and reviews, conducted internally by the *Contractor* and externally by the *Project Manager*.

The *Contractor* ensures that all environmental authorization obligations, applicable legislative requirements and *Employer's* specific requirements are fulfilled. This includes all national, provincial and local environmental legislation and requirements.

The *Contractor* issues on a weekly and monthly basis, Environmental Management Performance and Expenditure Reports to the *Project Manager*.

The *Contractor* conducts their environmental management based on the ISO 14001:2015 requirements and implement their environmental management practices accordingly.

The *Contractor* develops and implements as a minimum the following procedures:

- Environmental Management Plan,
- Waste Management Procedure,
- Spill Management Procedure,
- Hazardous Chemical Substances Management and Storage Procedure,
- Stockpile and Erosion Management Procedure,
- Clear-and-Grub Procedure,
- Environmental Rehabilitation Procedure.

All environmental procedures, as listed above, shall be site-specific and submitted to the *Employer* for acceptance by the *Project Manager* before the commencement of construction activities.

The *Employer* will provide a copy of the environmental authorisation and Environmental Management Plan to the *contractor* for the drafting of the above procedures.

Waste Management

All waste management activities, which includes procurement of control measures, handling and disposal or processing of all waste forms generated on the *Contractor's* site, are conducted according to Kriel PS Waste Management Procedure – RER 0221. All costs associated with waste management are the responsibility of the *Contractor*.

23 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58). The Quality documents are to be submitted for approval to *the Service Manger* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to *the Project Manager*. The *Contractor*, in conjunction with *the Service Manger* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to *the Service Manger* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification).

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information.

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and sub contracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

Contract Quality Management Plan Requirement

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Service Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Identifies the documents which are to be submitted to the *Service Manager*
- Indicates the *Contractor's* quality monitoring programme

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Service Manager* but will not be greater than one year.

Quality Control Plan

The *Contractor's* or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the *service*.

The quality control plan indicates the following as appropriate:

- The identification of the item.
- A list of the sequence of operations including inspections and tests.
- The identification of the specification, drawings or procedures for each operation.
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number.
- The inspections and tests the Contractor has nominated for hold and witness points.
- Provision for inspections and tests nominated by the *Service Manager*.
- Provision for inspection status indication.
- Inspection and test records which are generated by the *Contractor*.
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material certificates
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the *Service Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Service Manager* accepts.

The *Contractor* shall comply with:

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.
- b) All *Employer* Safety and Operating Procedures, which are attached hereto.

The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employer* Safety Officer responsible for the premises relevant to this contract. The person so appointed shall on request:

- a) Supply the *Employer* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so.
- b) Supply the *Employer* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the *Employer* Safety Officer of any changes thereto.

Employer may, at any stage during the currency of this agreement be entitled to:

- a) Do safety audits at the *Contractor's* premises, its work places and on its employees.

- b) Refuse any employees, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- c) Issue the *Contractor* with a work stoppage order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its Employees, sub-*Contractors* or agents. Stoppages of this nature will not constitute a compensation event.

List of minimum statutory appointments required (where applicable), as required by the OHS Act:

OHS Act, Section 16(2) - Employer
 OHS Act, GMR 2(1) - Supervision of Machinery
 OHS Act, GMR 2(7) - Assist the designated person
 OHS Act, CR 6(1) – Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)
 OHS Act, CR 6(2) – Assistant Construction Supervisor
 OHS Act, Section 17 - Health and Safety Rep
 OHS Act, GAR 9 – Incident investigation
 OHS Act, CR 12 – Demolition work
 OHS Act, CR 19 – Explosive Powered Tools
 OHS Act, CR 22 – Electrical installations and machinery
 OHS Act, GSR 3 – First Aiders

24 Procurement

25 People

26 Minimum requirements of people employed

As per the accepted resource plan submitted to the *Service Manager*.

KRIEL PERMIT to Work System

The *Contractor* will ensure that he/she is informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that he/she at all times comply to the requirements of these Regulations.

The *Contractor* will ensure that all his supervisors who are directly involved with Eskom's Permit to Work System, shall be trained and on successful completion of Kriel's authorization / evaluation process will be authorized as "Responsible Persons".

The Responsible Person shall ensure that:

- The conditions of permits and cautionary notices are strictly adhered to
- The lockout procedures, mechanical as well as electrical, are strictly adhered to and any deviations shall be corrected immediately
- The safe work procedures as laid down by Kriel Power Station and as determined by the Risk Assessment, shall be followed
- The workers register and cautionary notices are discussed daily with workers

27 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.

The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to provide the *service*.

Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

The contractor will be required to maintain or improve their B-BBEE Recognition Level for the duration of the contract.

SUPPLIER DEVELOPMENT LOCALISATION AND INDUSTRIALISATION (SDL&I)

SD&L Penalty

- Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.
- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.
- Alternatively the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations

SDL&I Reporting & Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

Note: The information below will be updated as per the successful contractor agreement by the time of contract award.

Skills Development

2 weighbridge scales technicians

Corporate Social Investment (CSI)

Participation in a contribution to the Kriel area local community per invoice value.

In co-operation with the relevant Kriel Committee, the contractor will be approached to contribute the CSI value at the time towards a project on the identified list. The contractor will be directly involved.

Criteria	Eskom Target	Tenderer acceptance
CSI	1.5% per invoice value	

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

Not applicable.

29 Subcontracting**30 Preferred subcontractors**

The *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with.

If the *Contractor* subcontracts work, he is responsible for providing the *Service* as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment where the *Contractor's*.

31 Subcontract documentation, and assessment of subcontract tenders

When the *Contractor* uses a Subcontractor he needs to engage with him on a NEC basis. The Subcontractor needs adhere to all processes, policies and procedures of Eskom as *service* should be provided as if not subcontracted to Eskom.

All reporting will happen based on the NEC standard forms or as agreed upon in the kick off meeting.

32 Limitations on subcontracting

The *Contractor* submits the name of each proposed Subcontractor to the *Service Manager* for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the *Contractor* to Provide the *Service*.

The *Contractor* does not appoint a Subcontractor until the *Service Manager* accepted them.

33 Attendance on subcontractors

The Subcontractor should attend all morning feedback Outage meetings to provide accurate feedback on the progress of *service*. Assessment meetings between *Service Manager* and the *Contractor* should be avoided by the Subcontractor.

34 Plant and Materials**35 Specifications**

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts.

36 Correction of defects

The *Contractor* needs to correct a Defect within 24 hours.

37 Contractor's procurement of Plant and Materials

Meeting prior to Outages taking place between the Parties to establish lead times for required items.

The *Contractor* to have at least a minimum of two units critical spares at any given time during the service agreement.

The *Service Manager* will indicate to the *Contractor* what spares to be purchased prior to an Outage.

The *Contractor* will create a program based on lead times of spares.

38 Tests and inspections before delivery

The *Contractor* does not deliver those Plant and Materials which the Service Information states are to be tested or inspected before delivery until the *Service Manager* has notified the *Contractor* that they have passes the test or inspection.

All holding points on QCP should have been adhered to and signed off by both parties before accepting any material or goods on site.

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

None. Spares will be provided by the *Contractor* as per the price list. All spares not covered on the price list shall only be procured on the instruction of the *Service Manager*

40 Cataloguing requirements by the Contractor

Not Applicable

41 Working on the Affected Property

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

- The *Contractor* applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date.
- The *Contractor* provides all PPE to his employees' overalls and hard hats should have the *Contractor's* company logo clearly displayed.
- The *Contractor* personnel are required to be in possession of a Contractor's Permit at all times.
- All *Contractor* personnel are issued with a temporary access permit (Contractor's Permit) which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- All Contractors' permits are submitted to Protective Services when the workers leave the site after completion of the *service*.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- This list is delivered to Protective Services, or is faxed to (017) 615 2602
- The list, identified with the Contractor's name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - *Service Manager* signature
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- To speed up the process of gaining access to the site, the *Contractor* compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- A special Tool List form is available at Protective Services.
- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the *service*.
- The Contractor's visitors and all personnel conform at all times to the security arrangements in force at the site.
- Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the Employers Representative, one day before the visit and submitted to the *Employer's* Protective Services office.
- Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles are allowed on site.
- Only Contractor's vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- Contract Vehicle Applications are directed to the Employers Representative.
- The Contractor is restricted to the working areas associated with his place of work.
- The Contractor is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly forbidden, except for loading purposes.
- No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.

5.1.2 Eskom Life Saving Rules:

Five 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 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.

- Kriel Power Station Health and Safety Standards
- Specifications for Contractors attached to the Invitation to Tender. This procedure will be handed over during tender enquiry and will enable the successful Tenderer to compile a Health & Safety plan that has to be approved by the Employer prior to commencement of work.
- Compliance with Eskom & Kriel No Smoking Policy
- Adhere to the OHS Act 85 of 1993
- All staff will undergo Safety Induction, presented by Kriel Risk Management Department
- *Employer's* site regulations, covering the following:
 - Clean lines
 - Storage of material
 - Safety precautions and fire prevention
 - Permits to work
 - Other *Contractor's* work
 - Representation of *sub-contractors*
 - Constant Supervision for hot work
 - Handing over of *service*
 - *Contractor's* Site
 - Disposal of waste, oil residue and sludge
 - Hot Work permit for welding
 - Working at heights
 - Working in and around an area that contains flammable substances
 - Testing for combustible gases
 - Availability of fire extinguishers when working in an area that contains flammable
 - Substances

43 People restrictions, hours of work, conduct and records

The *Contractor* provides the necessary resources to carry out the *service* as stated in the Service Information.

The *Contractor* provides everything to carry out the Service Information provided by the *Employer* is stated in this Service Agreement. Anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work.

It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. The *Service Manager* shall have access to all records of the *Contractor* and Subcontractor at any time when deemed necessary.

The *Contractor* provides all PPE to his employees' overalls and hard hats should have the *Contractor's* company logo clearly displayed.

44 Health and safety facilities on the Affected Property

Please refer to SHE Requirements for Contractors – Refer to RSR0001

45 Environmental controls, fauna & flora

General environmental requirements referred to in section 3 above, Kriel Power Station ISO14001

46 Cooperating with and obtaining acceptance of Others

Work will be carried out as per Outage Integrated schedule.

47 Records of *Contractor's* Equipment

The *Contractor* will at all times keep record of his equipment and hired equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.

All Equipment including hired should be inspected and approved before accepted on site.

All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.

48 Equipment provided by the *Employer*

It is the responsibility of the *Contractor* to provide his Equipment list to the *Service Manager* with all calibration certificates etc.

The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List.

49 Site services and facilities

50 Provided by the *Employer*

Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

Refuse Disposal

The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge. Bins that do not accommodate waste of the *Contractor* should be disposed by the *Contractor* himself.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

Supply of Electricity

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- The *Contractor* is to make provision for the necessary extensions and plug points.

- All Electrical boards must be inspected and tested before connecting to a power supply and a CoC must be issued by the *Contractor*
- The *Contractor* will adhere to the Electrical Installation Regulations of 1992

51 Provided by the *Contractor*

- The *Contractor* shall provide, for his own use adequate size offices.
- A cleaning service must also be provided.
- The *Contractor* shall dismantle and clear off site all such infrastructure at the discretion of the *Service Manager* on completion of the contract.
- No such dismantling and clearance work shall be carried out without prior approval by the *Service Manager*.
- Any electrical equipment or appliances used by the *Contractor* shall conform to the applicable South African Safety Standards and Kriel standard PSR 010, and shall be maintained in safe and proper working condition.
- The *Employer* shall have the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are 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* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

Site Location

- The *Contractor* need to request site establishment space from the *Service Manager*. (The exact position and space will be determined at Contract Date).
- The boundary of the site is within the Power Station boundary fences.
- The *Contractor* is to mark the boundaries of his site clearly.
- The *Contractor* is to ensure that all his material and equipment is always within the boundaries of his site.
- The *Contractor* will ensure further treatment of the yard area to keep all neat and tidy at all times.
- The *Contractor* shall also include for such items as security, watch and access arrangements to his yard area.
- The *Contractor* shall not occupy any site area other than that located to him
- On completion of the *service* on Site, all areas allocated to the *Contractor* shall be re-instated to their former condition to the satisfaction of *Employer*
- If the *Contractor's* site is untidy the *Employer* may request another contractor to clean the *Contractor's* yard. The *Contractor* will be liable for the cost incurred to clean his yard.

Contractor's site requirements

- The *Contractor* supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete duration of the *service*
Including the following:
- The *Contractor's* yard should adhere to sound housekeeping,
- Any damage to installed lighting is repaired at the *Contractor's* expense.
- The reticulation of electricity, water and any other services required by the *Contractor* from a supplied central distribution point.
- Hazardous Substances to be contained as per Eskom requirements.
- Transportation on and off site
- Communications to be provided by the *Contractor*

- Compressed air and gases
- Maintenance of lay-down and storage areas
- Electric panels and distribution wiring for erection and within Contractor's yard
- Security of Contractor's yard

Accommodation

The provision of accommodation for *Contractor's* personnel is the responsibility of the *Contractor*.

Designated eating area for the *Contractors* will be provided on site, Service Manager will advise where this space is at Contract Date.

52 Control of noise, dust, water and waste

All waste introduced to and/or produced on *Employer's* Premises by the *Contractor* for this order, 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 1994 Ref.: BN0621-16296-5. (A copy of this document is available at the Power Station for reference purposes).

Provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area

No hazardous waste may be stored for a period of more than 90 days on the Kriel Power Station's premises

Ensure that all hazardous waste is disposed of at a licensed Class H disposal site. A copy of the hazardous waste disposal certificate must be submitted to the *Service Manager*.

Ensure that the *Contractor's* site does comply with the general good housekeeping practices. Redundant material will be removed to allocated sites. No scrap shall be stored in the *Contractor's* yard. Scrap is to be cleared from Site daily.

53 Hook ups to existing works

Any work performed at heights, must adhere to the correct safety standards, procedures and specifications stated in the Health and safety risk management of Kriel Power Station. Refer to RSR0001 heading 5.7

54 Tests and inspections

55 Description of tests and inspections

Not Applicable

56 Materials facilities and samples for tests and inspections

Not Applicable

57 List of drawings

58 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
N/A	N/A	N/A