



Amended - NEC3 Term Service Contract

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

and
(Reg No. _____)

For **Water Treatment Operating & Maintenance Services for The**
Drakensberg Pumped Storage Scheme

Enquiry No:

Part C1: Agreements & Contract Data

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C1.1 Form of Offer & Acceptance

Offer

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

Provision of Water Treatment Operating & Maintenance Services

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Sub total	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.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

N/A

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:

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.

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.

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)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with <i>Price List & Activity schedule</i>
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X 1: Price adjustment for inflation X 2: Changes in the law X 17: Low service damag
		X18: Limitation of liability
		X19: Task Order
		X20: Key Performance Indicators
		Z: <i>Additional conditions of contract</i>
	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
	Represented by:	Maremane Tsotetsi
	Tel No.	036 430 2020
	Fax No.	not applicable.
10.1	The <i>Service Manager</i> is (name):	Zandile Mnukwa
	Address	Drakensberg PSS, Jagersrust, 3354
	Tel	036 438 2034
	Fax	not applicable
	e-mail	mnukwacn@eskom.co.za.

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

11.2(2)	The Affected Property is	Drakensberg Pumped Storage Scheme Site as indicated on the layout of the Service Information.
11.2(13)	The <i>service</i> is	Provision of Water Treatment Operating & Maintenance for the Drakensberg Pumped Storage Scheme.
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> •Labour strike •Delay in supply of material •Normal construction hazards working with machinery •Working at heights •Confined space •Hazardous gas •Electrocution •Power supply interruptions or failure •Fire and smoke •Flooding from surface source •Steep, rocky, unstable and slippery ground •Normal construction hazards for concrete works
11.2(15)	The Service Information is in	as defined in clause C3.1.3 of Part C3- Service Information and all documents and drawings to which it makes reference.
P	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> to a communication is	three (3) working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	15 September 2022 or asap
30.1	The <i>service period</i> is	5 years
5	Payment	
50.1	The <i>assessment interval</i> is	The <i>assessment interval</i> is one (1) month . This will be done on the 30 th of each month or on the Friday before if the 30 th falls on a weekend.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)

51.2	The period within which payments are made is	Monthly on the last working day of the month following the assessment, and it is made by electronic transfer.
51.4	The <i>interest rate</i> is	0%(zero percent) above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by Standard Bank of South Africa Limited, from time to time, as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove.
6	Compensation events	Applicable as per core clause of the NEC3 Term Service Contract April 2013 ³ (TSC3)
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	1. None.
84.1	The Employer provides these insurances from the Insurance Table	As stated for in the Employer's Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.
84.1	The <i>Employer</i> provides these additional insurances	As stated for in the Employer's Asset All Risk Insurance policy available on request from Eskom Group Insurance.
84.2	The minimum amount of cover for loss of or damage including but not be limited to breakage, damage, loss, fire, theft, malicious damage or damages induced by riot & strike (SASRIA) to Equipment is:	for a sum sufficient to provide for their replacement at the Site
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> for any one event with "cross liability" so that the insurance applies to the Parties involved in the contract separately. Notwithstanding anything stated to the contrary this insurance procured by the <i>Contractor</i> will be required to indemnify the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property. Consequently, the cover limit should be for an amount not less than R 500 000.00 (Five hundred thousand Rand) per incident but unlimited during the period of insurance.
84.2	The <i>Contractor</i> provides these additional insurances	
	1. Insurance against Professional Indemnity:	in line with the <i>Contractor's</i> potential liability, the insurance suggested for these risks does not in any way limit the <i>Contractor's</i> liability in terms of this Contract for these risks.
	2. Insurance against whatever the <i>Contractor's</i> deems necessary which is	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

not sufficiently covered by the insurances required to be effected by the *Employer*

9	Termination	Applicable as per core clause 9 of the NEC3 Term Service Contract April 2013 (TSC3).
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 <i>service</i> at intervals no longer than	4 weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the President of the South African Institution of Civil Engineering or his nominee
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	Johannesburg, South Africa.
	The person or organisation who will choose an arbitrator	the Chairman of the Association of Arbitrators (Southern Africa) or his nominee.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	

12	Data for secondary Option clauses			
X1	Price adjustment for inflation	Subject for input at contract award phase		
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	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		
X17.2	The servie level requirements are:	<ul style="list-style-type: none">• Clearing up & related cost of Sewage spills will be for the contractor's account.• A penalty of a R1000 per month will be applied for any non-conformance reading vs the minimum standards of the WUL and or the applicable SANS standards• A penalty of R500 per day will be applied for late approval/acceptance by SHE file from date of inception of contract.	
X18	Limitation of liability		
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil	
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to: <ul style="list-style-type: none">• the Contractor does not fully comply with the provisions of the contract, or• the Contractor is in breach of the Employer's insurance policy conditions, or• the Contractor commits any negligence, wilful act or omission	<ul style="list-style-type: none">• for the Employer's existing and surrounding property in the care, custody and control of the Contractor: the amount of the deductible (first amount payable) (R 500 000.00) relevant to the event described in the scope of works.• for all other existing Employer's property: R25 000 000 (twenty-five million Rand) per incident but unlimited during the period of Contract.	

	or breach of statutory duty.	
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of the total of the Prices at the Contract Date and where a claim is made against the Employer's insurance the amounts excluded and unrecoverable from the Employer's insurance plus, a claim is made against the Employer's assets policy R25 000 000 (twenty-five million Rand) per incident but unlimited during the period of Contract.
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 excluded matters, is limited to:	<p>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.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the works, 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	06 months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	No KPI incentives apply this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	1 month
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution 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 (7) days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of

disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
 - All other applicable health, safety and environmental laws that have a bearing on the *service*.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7.3 The *Contractor* indemnifies and holds the *Employer* harmless for and against any loss and/or damage that results from the *Contractor's* failure to comply with the applicable safety, health and/or environmental legislation.
- Z7.4 Failure by the *Contractor* and his personnel to adhere to the Eskom Life Saving Rules, refer to

Part C3.2.5, shall result in the offender/s being immediately removed from site. The *Contractor's* supervisor/s shall also be held accountable for his subordinates not adhering to all the Eskom Life Saving Rules, which at the discretion of the *Service Manager* may request the *supervisor/s* removal from site or disciplinary action. The *Contractor* will further be penalised between R1 000, 00 and R5 000, 00 per transgression of the Life Saving Rules, at the sole discretion of the *Service Manager*. The *Contractor* shall not be allowed to influence the decision of the *Service Manager* and the decision taken by the *Service Manager* shall be final.

Further to the above, the *Contractor* shall also be penalised for the *Contractor* and/or his personnel not adhering to safe working standards and conditions as set out in the relevant acts, regulations, policies and procedures, refer Part C3.2.5. The penalty shall be between R1 000, 00 and R 5 000, 00 and at the sole discretion of the *Service Manager*. Repeat offences shall result in the transgressors being removed from site immediately.

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

Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8.3 **Invoices must be made out to:**
Eskom Holdings SOC Limited
Group Capital Division
P. O. Box 1091
Johannesburg
2000.
Attention: Accounts payable.

Z8.4 Invoicing format and Process:

- Invoice addressed to Eskom Holdings SOC Limited
- Invoice should read 'Tax Invoice'
- Company VAT registration number
- Eskom VAT Number 4740101508
- Invoice Number
- Purchase Order Number
- Supplier Name and Address
- VAT to be indicated separately
- Order numbers to be invoiced separately
- Invoices to be delivered not later than last day of month of assessment
 - Invoices shall be delivered by the *Contractor* to the following email address:
Invoiceseskomlocal@eskom.co.za

Invoice date to be same month (not later than the last day of the same month) of assessment. Incorrect claims (invoices) should be cancelled with a credit note referring to the incorrect invoice and issue a new invoice.

Z8.5 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.

Z9 Notifying compensation events

- Z9.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z10 *Employer's* limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z12 *Employer's* step-in rights

- Z12.1 If the *Contractor* defaults by substantially failing to comply with his obligations and within four weeks of the notification of the default by the *Service Manager* has not rectified the default, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, is entitled to remedy the default either himself or appoint others to do so on his behalf, and the reasonable costs of doing so is for the account of the *Contractor*.
- Z12.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter [including documents and all other drawings, CAD materials, technical data, software, models, plans, designs, programs, diagrams, evaluations, details, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the service] and generally does all things required by the *Service Manager* to achieve this end.

Z13 Change of legal status

- Z13.1 The *Contractor* immediately notifies the *Employer* in writing of any change to its legal status. Failure on the part of the *Contractor* to notify the *Employer* of a change in legal status will constitute a reason for termination. The *Employer* assesses the impact of the change on the contract and reserves the right to terminate the contract.
- Z13.2 The *Employer* may also terminate if the *Contractor* fails to notify the *Employer* and the *Service Manager* of a change in his legal status.
- Z13.3 If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z14 Supplier Development & Localisation [SD&L].

- Z14.1 Refer to T1.1 Tender Data and invitation letter for SD&L requirements. 2, 5 % SD&L retention will be withheld. The retention money will be released once the SD&L commitments have been achieved at the end of the contract period. However, in the event that the *Contractor* fails to fulfil its SD&L obligations, the portion not met would be quantified and withheld from the final

payment. The *Contractor* provides the *Service Manager*, on a monthly basis with a statement, using the *Employer's* template, indicating the supplier and the amount paid to Small and Medium Enterprises (SME) and Black Women Owned (BWO) organisations or suppliers. A Progress report as part of the reporting system will be required. The *Contractor* will be required to provide an explanation and action plan should he deviate from his obligations.

Skill Type	Target (Local to Site)	Proposed (Local to Site)
Total		

Z15 Compensation Events

Z15.1 Add the following clause under 63 Assessing compensation events

Compensation shall be reduced by costs against which this Contract required the *Contractor* to insure and costs insured by the *Contractor* and costs paid to the *Contractor* by insurers.

Z16 Risks and insurance

Z16.1 Delete 83.2 and replace with

83.2 The insurances are in the joint names of the Parties for their respective rights and interests and provide cover for events arising out of the Contract from the starting date until the end of the service period or a termination certificate has been issued.

Z16.2 Delete 84.4 and replace with the following

84.4 Nothing in this Clause limits the obligations, liabilities or responsibilities of the *Contractor* under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from insurers shall be borne by the *Contractor* in accordance with these obligations, liabilities or responsibilities.

Z16.3 Add Clause 84.5

84.5 The *Contractor* shall ensure that, where applicable, its sub-contractor(s) shall take out and maintain in effect adequate Insurances for their employees and property and for work executed by them under the Contract, unless such subcontractor(s) are covered by the insurance policies taken out by the *Contractor*.

Z16.4 Add Clause 84.6

84.6 The insurances must be arranged with reputable insurers

Z17 Delay to the defects date

Z17.1 If after Completion of the whole of the *service* and before the *defects date* a Defect is notified due to the whole of the *service* not performing as stated in the Service Information, the *Service Manager* may notify the *Contractor* of a delay to the *defects date* equal to the period during which the whole of the *service* do not perform as stated in the Service Information.

Z17.2 If after Completion and before the *defects date* a part of the *service* is replaced or repaired as a result of a Defect notified by the *Service Manager*, the *Service Manager* may notify the *Contractor* of a delay to the *defects date* which applies only to the replaced or repaired part of the *service*.

Z17.3 The *Service Manager* notifies the *Contractor* of delays to the *defects date* for the whole or a part of the *service* within four weeks of notification of the Defect. The *Service Manager* does not extend the period between Completion of the *service* and a delayed *defects date* by more than twice the period between Completion and the *defects date* stated in the Contract Data.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice regarding insurance matters. Details of the insurances provided by the Employer are contained in Annexure C Insurance Schedule

1. Tendering contractors should note that cover provided by the *Employer* is only per the insurance policies in Annexure C Insurance Schedule and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83. In terms of clause 83.1 “the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide”. Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
2. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom’s Shipment Policies and Procedures.
3. **Further guideline information and full details of all Eskom arranged insurance policies and procedures are contained in Annexure C Insurance Schedule**
4. The *Contractor* should generally give further consideration to providing for these additional insurance concepts: [for Amounts and Periods of Insurance the Contractor deems fit and necessary]
 - a) Professional Indemnity: The Insurance provided shall indemnify the *Contractor* (and/or his professional Consultant) for those sums which the *Contractor* or his Consultant shall become legally liable to pay as Damages arising from any claim first made against the *Contractor/Consultant* and reported to their Insurers during the Period of Insurance, directly arising out of any negligent act, error or omission committed or alleged to have been committed by the *Contractor/Consultant* in the conduct of professional services (example: design) in connection with the Contract.
 - b) Products Liability: A special General Liability extension for liability arising out of the Manufacturer’s/Supplier’s/Original Equipment Manufacturer’s defective:
 - i. production and manufacturing process (workmanship or material), or
 - ii. product design, or
 - iii. warnings, instructions, usage and maintenance manuals and specifications.
 - c) Products Guarantee: For the cost of replacing, reworking or recovering products that have failed to perform their intended function due to faulty design, manufacture, installation, after handover to the *Employer*.
 - d) Goods in Trust and under Manufacture or Storage at Manufacturer’s Premises: Where the Contract involves manufacture, and/or fabrication of Plant and Materials, components or other goods to be incorporated into the works, at premises other than the site, the *Contractor* shall satisfy the *Employer* that such Plant and Materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication. Should the *Employer* have an insurable interest in such items during manufacture or fabrication, such interest shall be noted by endorsement to the *Contractor’s* relevant policies of insurance as well as those of any subcontractor.
5. Contract Works SASRIA insurance is subject to the terms exceptions and conditions of the SASRIA coupon policy. Cover and Indemnity is therefore within the scope and to the extent provided by the SASRIA coupon policy.

The *Employer's* Panel of Adjudicators

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

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

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

C1.2 Contract Data

Part two - Data provided by the *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)⁴ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	

⁴ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Address

Tel No.

Fax No.

11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1	Name: Job: Responsibilities: Qualifications: Experience:
	2	Name: Job: Responsibilities: Qualifications: Experience:

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
C2.1	Pricing assumptions: Option A
C2.2	The <i>price list</i> guidelines and attached BoQ

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>	3

C2.1 Pricing assumptions: Option A

1. The *conditions of contract*

2. How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (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 andwhere 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.

3. 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.

4. 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).

5. Preparing the *price list*

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

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

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

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that

lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

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

6. Format of the *price list*

(From page 73 of 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*

PART 1: Services

PART 2: Maintenance Call-out rates

PART 3: Spares

PART 1- Services

Note: Two-man rule to apply in every shift

Item nr	Description	Unit	Expected Quantity per person	Rate	Price
1	Service Labour – Supervisor (Bi-weekly)	Persons	1		
	Normal Time	Day	520		
	Overtime	Hour	1200		
	Overtime Saturday @ time and half	Hour	480		
	Sundays & Public Holidays @ double time	Hour	480		
2	Monthly Service Labour – Plant Operators for double shift	Persons	Y		
	Calculation = persons (Y) x quantity x rate	No of persons to cover double shift (365 days a year)	Y = input by contractor Quantities to be checked by Contractor to cover for double shift		
	Normal Time (rate per team)	Month	60		
	Overtime (rate per team)	Day	150		
	Overtime Saturday @ time and half (rate per team)	Day	260		
	Sundays & Public Holidays @ double time (rate per team)	Day	325		
3	Monthly service Labour – Junior Plant Operators for double shift	Persons	Z		
	Calculation = persons (Z) x quantity x rate	No of persons to cover double	Z = input by contractor Quantities		

		shift (365 days a year)	to be checked by Contractor to cover for double shift		
	Normal Time (rate per team)	Month	60		
	Overtime (rate per team)	Day	150		
	Overtime Saturday @ time and half (rate per team)	Day	260		
	Sundays & Public Holidays @ double time (rate per team)	Day	325		
4	Monthly Chemical supplies	Month	60		
5	Health and Safety File (annually)	Year	5		
6	Annual medicals	Year	5		
7	Annual PPE per person	Year	5		
8	Transport (employees)	Month	60		
9	Calibration of test equipment	Year	5		
10	Water quality analysis – Monthly	Month	60		
11	Water quality analysis – Annually	Year	5		
12	Water quality risk assessment	Year	5		
13	Servicing of iron charge analyser (OEM – Lechintech)	Year	5		
14	Servicing of all Dosing Pumps, Sensor Caps and Electrolyte (OEM – Prominent)	Year	5		
15	Accommodation	Month	60		

The total of the Prices excluding VAT (Value Added Tax)

PART 2 – Call-out rates for maintenance

Item Nr	Description	Unit	Expected Quantity	Rate	Price
1	Labour - Fitter				
	Normal Time	Hour	240		
	Overtime	Hour	80		
	Overtime Saturday @ time and half	Hour	80		
	Sundays & Public Holidays @ double time	Hour	80		
2	Labour - Electrician				
	Normal Time	Hour	240		
	Overtime	Hour	80		
	Overtime Saturday @ time and half	Hour	80		
	Sundays & Public Holidays @ double time	Hour	80		
3	Labour - Control & Instrumentation Technician				
	Normal Time	Hour	240		
	Overtime	Hour	80		
	Overtime Saturday @ time and half	Hour	80		
	Sundays & Public Holidays @ double time	Hour	80		
4	Operational and technical & maintenance expert advisor	Hour	1440		
5	Transport	p/trip	20		
6	Accommodation	Day	100		

The total of the Prices excluding VAT (Value Added Tax)

PART 3 – SPARES

Item No	Description	OEM	Part No	UOM	QTY	Rate/Price	Total Price
1	Valves						
1.1	4" S/S Butterfly Valve complete with Bolt, nut & Washer	Various		Ea	10		
1.2	6" S/S Butterfly Valve complete with Bolt, nut & Washer	Various		Ea	10		
1.3	3" S/S Butterfly Valve complete with Bolt, nut & Washer	Various		Ea	10		
1.4	2.5" S/S Butterfly Valve complete with Bolt, nut & Washer	Various		Ea	10		
1.5	4" S/S Non Return Valve complete with Bolt, nut & Washer	Various		Ea	10		
1.6	3" S/S Non Return Valve complete with Bolt, nut & Washer	Various		Ea	10		
2	Instrumentation						
2.1	Radar Level sensor	Endress + Hauser	FMR10	Ea	5		
3	Control valves						
3.1	150mm Spare EPDM Liner to Suit Free Issue Bray S30 Butterfly valve	Va-con		Ea	5		
3.2	150mm Bray S30 Butterfly Valve, Ductile Iron Body, Stainless Steel Disc, EPDM Liner, Wafer Pattern PN0, Bare Shaft	Va-con		Ea	5		
4	Ion Charge Analyser						
4.1	Cell and probe set with spanner and seal kit	Lechintech	05-001-CPK	Ea	5		
4.2	Seal kit, 3 O-rings, 2 flat seals, 1 shaft seal	Lechintech	05-001-SK	Ea	5		
5	Raw Water Pumps						
	ETB 100-080-200 GG AV10D300304	KSB		Ea	5		
	MOTOR 3KW 4P 380V B35 WEG CI	KSB		Ea	5		
6	Sand Filter Pumps						
	ETB 065-050-250 GG AV10D203002	KSB		Ea	5		
	MOTOR 30KW 2P 380V B35 WEG CI	KSB		Ea	5		
7	Chemical Dosing System						
7.1	Spare part set 4.7/11.5/6x4 PVT	Prominent	1023109	Ea	10		
7.2	Spare part s.CGE2/CTE1/BRE1a.2 orange DC	Prominent	740048	Ea	10		

7.3	6/4mm PE tubing - 10m	Prominent	37205	Ea	10		
7.4	Sensor CLB 2-µA-5ppm	Prominent	1038902	Ea	20		
7.5	Sensor CGE 3-mA-10ppm	Prominent	1047975	Ea	20		
8	Blower						
	3HVS BLOWER 3600 RPM Model 3ABHBSA	SUTORBILT		Ea	5		
8.1	Inlet Air Filter	GD Equipment	ECC04 5002	Ea	5		
8.2	Filter condition indicator	GD Equipment	RBX00 2277	Ea	3		
8.3	13N x 1120 V-Belt SPA Section	GD Equipment		Ea	20		
8.4	Air pressure gauge 0-100kPa	GD Equipment		Ea	5		
9	Electrical						
9.1	Lightning conductor T1/T2, UN 240/400 V, UC 335/264 V	Siemens	5SD7414-2	Ea	5		
9.2	Moulded Case Circuit Breaker 3VA, 80A ,400V	Siemens	3VA2010-5HL32-0AA0	Ea	5		
9.3	3RV Motor breaker, 12.5A	Siemens	3RV2011-1KA10	Ea	5		
9.4	Contactor, AC-3 400V 5.5KW, 1NO, 24VDC	Siemens	3RT2024-1AP00	Ea	10		
9.5	Thermal Overload 9 - 12,5A	Siemens	3RU2116-1KBO	Ea	10		
9.6	Indicator Light White	Siemens	3SU1156-6AA60-1AA0	Ea	5		
9.7	Indicator Light Green	Siemens	3SU1156-6AA40-1AA0	Ea	5		
9.8	Indicator Light Red	Siemens	3SU1156-6AA20-1AA0	Ea	5		
9.9	220VAC Relay 1NO/NC	Siemens	LZS:PT5B5T30	Ea	10		
9.10	3RV Motor breaker, 5,5-8A	Siemens	3RV2011-1HA10	Ea	5		
9.11	Thermal Overload 5.5-8A	Siemens	3RU2116-1HB0	Ea	10		
9.12	3RV Motor breaker, 54-65A	Siemens	3RV2032-4JA10	Ea	10		
9.13	Contactor, AC-3 400V 30KW, 1NO/NC, 24VDC	Siemens	3RT2037-1AP00	Ea	10		
9.14	Thermal Overload 54-65A	Siemens	3RU2136-4JBO	Eac	10		

9.15	1A DP, MCB 15KA, D-Curve	Siemens	5SY7501-8CC20	Ea	10		
9.16	Auxiliary 1NO/NC for MCB	Siemens	5ST3010	Ea	10		
9.17	SIMATIC S7-1200, CPU1215C	Siemens	6ES7215-1HG40-0XB0	Ea	10		
9.18	Simatic Digital Input Module 16x24VDC	Siemens	6ES7221-1BH32-0XB0	Ea	10		
9.19	Simatic Digital Input DI 8x24VDC	Siemens	6ES7221-1BF32-0XB0	Ea	10		
9.20	Simatic Analogue Input 8 AI, 13 Bit	Siemens	6ES7231-4HF32-0XB0	Ea	10		
9.21	Simatic Analogue Output 4 AI, 13 Bit	Siemens	6ES7231-4HD32-0XB0	Ea	10		
9.22	SITOP PSU8200 20 A Stabilized power supply input: 120-230 V AC 110-220	Siemens	6EP1336-3BA10	Ea	10		
9.23	SITOP RED1200 redundancy module Input/output: 24	Siemens	6EP4347-7RB00-0AX0	Ea	10		
9.24	24VDC Relay 1NO/NC	Siemens	3RQ3118-1AM01	Ea	10		

The total of the Prices excluding VAT (Value Added Tax)

PART C3 SERVICE INFORMATION

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

1 Description of the service

2 Executive overview

The works is for the provision of Water Plant Operation & Maintenance Services contract of the Eskom Drakensberg Power Station at Jagersrust, KwaZulu Natal. The services will include the daily operation of Class C Potable Water Plant, maintenance of Class C Potable Water Plant on an 'as and when' required basis as well as provision of critical spares.

3 Employer's requirements for the service

Drakensberg Pumped Storage Scheme is situated at about 39 KM from Bergville, just off the R74 to Harrismith in KwaZulu Natal and the closest towns are: Bergville, Winterton, Ladysmith and Harrismith.

The Water Plant for Drakensberg Pumped Storage Scheme is situated at Jagersrust for provision of potable water to residents in this area. The water treatment plant also supplies potable water to Ezulwini Berg Resort and ATKV Drakensville resort.

The provision of potable water is essential services provided by Eskom Holdings SOC Limited, Drakensberg Pumped Storage Scheme to the Jagersrust residents.

1.2.1 The Operation Services includes:

- That the plant is operational from 06h00 to 22h00 every day of the year including week ends / public holidays. Overtime worked will be compensated as per LRA hours

A two-shift cycle will apply as follows:

06h00 to 14h00

14h00 to 22h00

- Two-man rule should always apply, an operator and a junior operator per shift.
- The working hours of the operators are logged individually and be available to Eskom on request as deemed necessary.
- The water quality testing needs to conform to the requirements of Eskom's Potable Water Standard (240-55864764) or SANS241-1 and SANS241-2 (There is daily, weekly, fortnightly, monthly and yearly testing for different elements).
- A comprehensive monthly report is submitted to the Service Manager covering the plants operational results and faults experienced.
- A comprehensive water quality risk assessment covering raw water, final water, representative points of delivery and where the poorest water quality is anticipated shall be conducted yearly and submitted to the Service Manager. This is to ensure all determinants are adequately monitored and bear no risk to the population and to the plant from an operational perspective.
- Additional operational requirements over and above the SANS current Specifications includes:
 - Documented access control to gates and plant.
 - Gates are to be locked all times. Access to be granted to site and the contractor only
 - No entry to water plant except for the operator/s on shift and site personnel is allowed.
 - Access must be sought from the Service Manager or Drakensberg Plant Manager for entry.
 - Indications via sign board as to where the operators are if they are not at the plant.
 - Operate equipment to purify and clarify water. This includes the supply and administering of chemicals to achieve the desired water quality as per the SANS 241
 - Monitor operating conditions, meters and gauges. Inspect equipment, all faults on the plant are to be logged and reported to Drakensberg Control Room for action.
 - Maintain good housekeeping
 - Store hazardous chemicals substances as per Regulation 14
 - Dispose hazardous chemicals substances as per Regulation 15
 - Clean and maintain equipment, tanks, filters and other work areas (daily)

- Cleaning of screens before flowmeters (weekly)
- Recording of flow meter readings (daily)
- Adjustment of flow into settling tank – daily check and adjust when necessary
- Drainage and cleaning of settling tanks (weekly/bi-weekly)
- Cleaning of weirs in settling tanks (daily)
- The backwash of sand filters (weekly)
- Checking chemical levels in drums (daily)
- Refilling chemical tanks (daily/weekly)
- Responding to alarms (daily)
- Exercising of valves (weekly)
- Test or activate safety shower (weekly) with a full yearly check
- Directing water to Ezulwini Berg Resort or ATKV Drakensville as and when required
- Calibrate chlorine sensor (weekly)
- Servicing of Ion Charge Analyser as recommended (yearly)

Supply Laboratory services

- The contractor shall assume full responsibility for compliance with relevant statutory requirements
- The contractor shall operate a mini laboratory at Jagersrust Water Treatment Plant to determine the daily WTP operational parameters as per table below. Records of analytical results shall be periodically reviewed by Eskom
- The Contractor to price for equipment and consumables accordingly including calibration of equipment
- The contractor shall assume full responsibility to comply with the testing of water quality at an accredited laboratory for the weekly, fort nightly, monthly, quarterly and annually parameters as listed in the table below. The results of analysis shall be made available to Eskom and will form part of the month end report by the Contractor

Parameter	Frequency of analysis			Comments
	Final Water	Distribution System	Raw Water	
Turbidity	Daily	Fort Nightly	Daily	
colour	Annually	Annually	Annually	
pH at 25°C	Daily	Fort Nightly	Daily	
Conductivity	Daily	Not Applicable	Annually	
Sodium	Monthly	Annually	Annually	
Chloride	Annually	Annually	Annually	
Sulphate	Annually	Annually	Annually	
Nitrate	Annually	Annually	Annually	This is equivalent to nitrate at 50 mg NO ₃ -/L and nitrite as 3 mg NO ₂ -/L
Nitrite	Annually	Annually	Annually	
Combined nitrate plus nitrite	Annually	Annually	Annually	
Ammonia	Annually	Annually	Annually	
Fluoride	Annually	Annually	Annually	
Zinc	Annually	Annually	Annually	
Arsenic	Annually	Annually	Annually	
Cadmium	Annually	Annually	Annually	
Copper	Annually	Annually	Annually	
Cyanide (recoverable)	Annually	Annually	Annually	
Iron	Annually	Annually	Annually	

Lead	Annually	Annually	Annually	
Manganese	Annually	Annually	Annually	
Mercury	Annually	Annually	Annually	
Phenols	Annually	Annually	Annually	
Selenium	Annually	Annually	Annually	
Nickel	Annually	Annually	Annually	
Uranium as U	Annually	Annually	Annually	
Aluminium	Monthly	Annually	Annually	
Barium	Annually	Annually	Annually	
Boron	Annually	Annually	Annually	
Free chlorine	Daily	Fort Nightly	N/A	
Total microcystin	Annually	Annually	Annually	Microcystin only needs to be measured where an algal bloom (> 20 000 cyanobacteria cells per millilitre) is present in a raw water source. In the absence of algal monitoring, an algal bloom is deemed to occur where the surface water is visibly green in the vicinity of the abstraction, or samples taken have a strong musty odour.
Monochloramine	N/A	N/A	Annually	This is equivalent to 4,1 mg Cl as Cl ₂ /kg as measured by standard DPD colourimetric and ferrous titrimetric methods
Total Dissolved solids	Annually	Annually	Annually	
Antimony	Annually	Annually	Annually	
Total Chromium	Annually	Annually	Annually	
Total Organic carbon	Annually	Annually	Annually	
Chloroform	Annually	Annually	Annually	
Bromoform	Annually	Annually	Annually	
Dibromochloromethane	Annually	Annually	Annually	
Bromodichloromethane	Annually	Annually	Annually	
Combined Trihalomethanes	Annually	Annually	Annually	
Treatment Chemicals	Monthly	Annually		

Odour and taste	Annually	Annually	Annually	
Total hardness	Annually	Annually	Annually	
Magnesium	Annually	Annually	Annually	
'M' alkalinity	Annually	Annually	Annually	
DOC	Annually	Annually	Annually	
Langelier index	Annually	Annually	Annually	
Calcium Carbonate Precipitation potential	Annually	Annually	Annually	
Vanadium	Annually	Annually	Annually	
Algae	Annually	Annually	Annually	
Cobalt	Annually	Annually	Annually	
<i>E.coli</i>	Weekly	Fortnightly		
Protozoan parasites Cryptosporidium species Giardia species count per 10L	Annually	Annually		
Total coliforms count (CFUs) per 100ml	Annually	Annually		
Heterotrophic plate count (CFUs) per ml	Weekly	Fort Nightly		
Somatic coliphages count per 10 ml	Annually	Annually		
<i>Legionella</i> bacteria (CFUs/L)	Quarterly	Quarterly		

The supplier is responsible for the following:

- All Personnel Protective Equipment required to carry out the works.
- Accommodation and travelling costs.
- Supervising the works.
- Purchasing of Sodium hypochlorite, Superfloc, Turbidity testers
- Purchasing of Sodium hypochlorite and Superfloc chemicals
- Provide weekly feedback report over and above the monthly feedback report
- The Contractor will develop procedures, work instructions and quality control check sheets for the operation of the plant

1.2.2 Maintenance Services:

The following additional resources could be required on an as and when required basis.

- a) Pipe fitter/ fitter for water pipeline, valves and gearbox servicing, repairs & changes
- b) Electrician for electrical work
- c) Control & instrument Technician for process control equipment checks, changes and calibrations

Eskom will assist with

- a) Permit to Work process as per Plant Safety Regulations

The Contractor will participate and support the Work Management process (SAP based)

The supplier is responsible for the following:

- All Personnel Protective Equipment required to carry out the works.
- Accommodation and travelling costs.
- Tools, spares and material required to carry out the works
- Purchasing of Sodium hypochlorite, Superfloc, Turbidity testers
- Purchasing of Sodium hypochlorite and Superfloc chemicals
- Provide weekly feedback report over and above the monthly feedback report
- The Contractor will develop procedures, work instructions and quality control check sheets for the maintenance of the plant.

1.2.3 Provision of critical spares

Item No	Description	OEM	Part No	UOM	QTY	Rate/Price	Total Price
1	Valves						
1.1	4" S/S Butterfly Valve complete with Bolt, nut & Washer	Various		Ea	10		
1.2	6" S/S Butterfly Valve complete with Bolt, nut & Washer	Various		Ea	10		
1.3	3" S/S Butterfly Valve complete with Bolt, nut & Washer	Various		Ea	10		
1.4	2.5" S/S Butterfly Valve complete with Bolt, nut & Washer	Various		Ea	10		
1.5	4" S/S Non Return Valve complete with Bolt, nut & Washer	Various		Ea	10		
1.6	3" S/S Non Return Valve complete with Bolt, nut & Washer	Various		Ea	10		
2	Instrumentation						
2.1	Radar Level sensor	Endress + Hauser	FMR10	Ea	5		
3	Control valves						
3.1	150mm Spare EPDM Liner to Suit Free Issue Bray S30 Butterfly valve	Va-con		Ea	5		
3.2	150mm Bray S30 Butterfly Valve, Ductile Iron Body, Stainless Steel Disc, EPDM Liner, Wafer Pattern PN0, Bare Shaft	Va-con		Ea	5		
4	Ion Charge Analyser						
4.1	Cell and probe set with spanner and seal kit	Lechintech	05-001-CPK	Ea	5		

4.2	Seal kit, 3 O-rings, 2 flat seals, 1 shaft seal	Lechintech	05-001-SK	Ea	5		
5	Raw Water Pumps						
5.1	PUMP - ETB 100-080-200 GG AV10D300304	KSB		Ea	5		
5.2	MOTOR 3KW 4P 380V B35 WEG CI	KSB		Ea	5		
6	Sand Filter Pumps						
6.1	PUMP - ETB 065-050-250 GG AV10D203002	KSB		Ea	5		
6.2	MOTOR 30KW 2P 380V B35 WEG CI	KSB		Ea	5		
7	Chemical Dosing System						
7.1	Spare part set 4.7/11.5/ 6x4 PVT	Prominent	1023109	Ea	10		
7.2	Spare part s.CGE2/CTE1/BRE1a.2 orange DC	Prominent	740048	Ea	10		
7.3	6/4mm PE tubing - 10m	Prominent	37205	Ea	10		
7.4	Sensor CLB 2-µA-5ppm	Prominent	1038902	Ea	20		
7.5	Sensor CGE 3-mA-10ppm	Prominent	1047975	Ea	20		
8	Blower						
8.1	3HVS BLOWER 3600 RPM Model 3ABHBSA	SUTORBILT		Ea	5		
8.2	Inlet Air Filter	GD Equipment	ECC04 5002	Ea	5		
8.3	Filter condition indicator	GD Equipment	RBX00 2277	Ea	3		
8.4	13N x 1120 V-Belt SPA Section	GD Equipment		Ea	20		
8.5	Air pressure gauge 0-100kPa	GD Equipment		Ea	5		
9	Electrical						
9.1	Lightning conductor T1/T2, UN 240/400 V, UC 335/264 V	Siemens	5SD7414-2	Ea	5		

9.2	Moulded Case Circuit Breaker 3VA, 80A ,400V	Siemens	3VA2010-5HL32-0AA0	Ea	5		
9.3	3RV Motor breaker, 12.5A	Siemens	3RV2011-1KA10	Ea	5		
9.4	Contactor, AC-3 400V 5.5KW, 1NO, 24VDC	Siemens	3RT2024-1AP00	Ea	10		
9.5	Thermal Overload 9 - 12,5A	Siemens	3RU2116-1KBO	Ea	10		
9.6	Indicator Light White	Siemens	3SU1156-6AA60-1AA0	Ea	5		
9.7	Indicator Light Green	Siemens	3SU1156-6AA40-1AA0	Ea	5		
9.8	Indicator Light Red	Siemens	3SU1156-6AA20-1AA0	Ea	5		
9.9	220VAC Relay 1NO/NC	Siemens	LZS:PT5B5T30	Ea	10		
9.10	3RV Motor breaker, 5,5-8A	Siemens	3RV2011-1HA10	Ea	5		
9.11	Thermal Overload 5.5-8A	Siemens	3RU2116-1HB0	Ea	10		
9.12	3RV Motor breaker, 54-65A	Siemens	3RV2032-4JA10	Ea	10		
9.13	Contactor, AC-3 400V 30KW, 1NO/NC, 24VDC	Siemens	3RT2037-1AP00	Ea	10		
9.14	Thermal Overload 54-65A	Siemens	3RU2136-4JBO	Eac	10		
9.15	1A DP, MCB 15KA, D-Curve	Siemens	5SY7501-8CC20	Ea	10		
9.16	Auxiliary 1NO/NC for MCB	Siemens	5ST3010	Ea	10		
9.17	SIMATIC S7-1200, CPU1215C	Siemens	6ES7215-1HG40-0XB0	Ea	10		
9.18	Simatic Digital Input Module 16x24VDC	Siemens	6ES7221-1BH32-0XB0	Ea	10		
9.19	Simatic Digital Input DI	Siemens	6ES7221-1BF32-	Ea	10		

	8x24VDC		0XB0				
9.20	Simatic Analogue Input 8 AI, 13 Bit	Siemens	6ES7231-4HF32- 0XB0	Ea	10		
9.21	Simatic Analogue Output 4 AI, 13 Bit	Siemens	6ES7231-4HD32- 0XB0	Ea	10		
9.22	SITOP PSU8200 20 A Stabilized power supply input: 120-230 V AC 110-220	Siemens	6EP1336-3BA10	Ea	10		
9.23	SITOP RED1200 redundancy module Input/output: 24	Siemens	6EP4347-7RB00- 0AX0	Ea	10		
9.24	24VDC Relay 1NO/NC	Siemens	3RQ3118-1AM01	Ea	10		

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Occupational Health and Safety Act – 85 of 1993	Latest	✓
Eskom Vehicle and Driver Safety Management Procedure 240-62946386	Latest	*
Eskom Incident Management Procedure 32-95	Latest	*
Eskom SHE Requirements Commercial 32-726	Latest	*
Eskom SHEQ Policy 32-727	Latest	*
Eskom Contractor Health and Safety Requirements 32-136	Latest	*
<u>Eskom Life Saving Rules Directive 32-421</u>	Latest	*
Eskom Smoking Policy 32-1126	Latest	*
Eskom Supplier Quality Requirements Specification 240-105658000	Latest	*

4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
LAR	Labour Relations Act
SANS	South African National Standard
SHE	Safety, Health and Environment
SHEQ	Safety, Health, Environment & Quality
QA	Quality Assurance
QC	Quality Control
BRA	Baseline Risk Assessment
CEO	Chief Executive Officer
MD	Managing Director

Management strategy and start up.

5 The Contractor's plan for the service

For operations services:

- The plan should indicate the number of people that will be assigned per shift as well their designations.
- Plan should also include how leave will be managed

For maintenance work – on an as and when required basis

- To be discussed before each task can be carried out between the Contractor and Employer
- Contractor and Service Manager will do a final inspection on the completion of the scope of work before signing of any documents.
- No work shall commence until the scope of work has been finalised and accepted by both the Service Manager and Contractor

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:
Risk register and compensation events	Weekly on _____ at _____	<i>Employer's site</i>	<i>Employer & Contractor</i>
Overall contract progress and feedback	Monthly on _____ at _____	<i>Employer's site</i>	<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

The Contractor provides an organogram of the proposed company structure with the tender showing the number of people, all relevant designations and applicable qualifications. The contractor is to have a minimum of 3 years of experience in Water Treatment Plant, this includes Management, Supervisors and field staff members.

It is necessary for the *Contractor* to have a dedicated *Site Supervisor* appointed to manage all site activities.

The contractor is to have a minimum of 3 years of experience in Water Treatment Plant. Each employee (management, Supervisors and field staff members) of the contracting company must provide their work history and area of specialist as per organogram

The Supervisors must have completed matric (Grade 12), have prior work experience of at least 3 (three) years in the Water Treatment Plant with 1 (one) year performing supervision and be fully capable of overseeing activities. Effective verbal and written communication in English is required as well as attendance of meetings for reporting purposes and performing any other activity required.

The Plant Operator and The Junior Plant Operator must have completed Grade 12, have prior work experience of at least 3 (three) years in the Water Treatment Plant.

The *Contractor* and the *Contractors Supervisor* works closely with the all *Employer's* personnel. The *Contractor* is responsible for the supervisory and management of people allocated for this service.

8 Provision of bonds and guarantees

Not applicable

9 Documentation control

- Each instruction, certificates, submission, proposal, record, acceptance, notification, reply and other communication, which this contract requires is communicated in a form, which can be read, copied and recorded.
- Writing is in the *language of this contract*.
- All communications must be printed and filed in the *Service Managers* file.

10 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

Eskom Holdings SOC Limited; and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- The Purchase Order Number (without this the invoice will bear no value)
- *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; (add other as required)

The Employer has now introduced an online system for all payments made.

All invoices must be submitted electronically to:

invoiceseskomlocal@eskom.co.za, refer to Annexure A in this regard

A 30 day payment term will apply

11 Contract change management

- Changing the service information
- Access
- Provision by the *Employer's*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of affected property
- Materials, facilities etc. for tests
- *Employer's* risks
- Assumption about compensation events

- *Employer's breach of contract*

12 Records of Defined Cost to be kept by the *Contractor*

Not applicable

13 Insurance provided by the *Employer*

As indicated in document C1.2 TSC3 Contract Data, Core Clause 86.1.

14 Training workshops and technology transfer

- The *Contractor's* personnel to do safety induction before entering the site and commencing with any work.
- *Contractor* to be trained on "Working at Heights" and proof of training to be handed over to *Service Manager*
- *Contractor* to be trained on "First Aid" and proof of training to be handed over to *Service Manager*
- *Contractor* to be trained on "Basic Fire Fighting" and proof of training to be handed over to *Service Manager*

15 Design and supply of Equipment

- *Contractor* to provide all tools and equipment necessary to perform the required *service*.
- All Machinery and equipment provided by the *Contractor* must comply with all relevant standards and regulations.

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

Equipment

- N/A

Information and other things

- All Reports/Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the *service*.
- On completion of contract the *Contractors* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract
- *Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if the *Contractors* letter of good standing is not valid

17 Management of work done by Task Order

- A Task Order is the instruction to commence work
- No work shall commence until Task Order is issued and has been finalised and accepted and signed by both the *Employer* and *Contractor* and a Purchase Order number has been issued to the *Contractor*
- Completion certificate to be issued after task on Task Order is completed and Assessment Certificate to be completed
- Task Orders, Assessments and Completion Certificates will be used for work required
- All work will be issued via SAP Maintenance or as per Task Order system.

18 Health and safety, the environment and quality assurance

19 Health and safety risk management

The *Contractor* shall comply with the South African Occupational Health and Safety Act No. 85 of 1993 and regulations, Eskom Safety, Health, Environment and Quality (SHEQ) Policy 32-727, National Building Regulations as well as SANS 10400 for all works. Furthermore, the *Contractor* shall comply with any additional current statutory requirements of any relevant Government Departments regarding health and safety and environmental health.

Drakensberg SHE Specification, applicable procedures, policies, guidelines and standards which will be used as Eskom's minimum requirements for Health and Safety will be provided.

The *Contractor* shall comply with the requirements for COVID-19 as per Government Directive from Department of Employment and Labour (DEL); Consolidate COVID-19 Direction on Health and Safety Measures in Workplaces issued by Minister in terms of Regulation 4(10) of the National Disaster Regulation.

Only the latest version/ revision of the applicable legislation, acts and regulations shall be deemed to be accepted at the Drakensberg Power Station. Not limited to the following below legislation, acts and regulations are complied with:

- Compensation for Occupational Injuries and Diseases Act 130 of 1993
- National Water Act 36 of 1998
- Occupational Health and Safety Act and Regulations (85 of 1993)
- National Environmental Management Act 107 of 1998
- Applicable South African National Standards (SANS)
- National Road Traffic Act 93 of 1996
- Basic Conditions of Employment Act 75 of 1997
- National Veld and Forest Fire Act and Regulations 101 of 1998
- Environmental Conservation Act and Regulations 73 of 1989
- Committee of Land Transport Officials (COLTO)
- SACPCMP Act no. 48 of 2000
- Radiation Protection Act

The *Contractor* shall establish and enforce rules to ensure the health and safety of his own employees and those of its Subcontractors so that high standards of personnel health and safety are achieved and maintained. The *Contractor* shall exercise and enforce all necessary care and measures to preclude exposure of personnel, labour and nearby residents (if any) to potential health hazards and environmental pollutants.

The *Contractor* shall ensure that all persons which are employed and or deployed to work on site undergo police clearance and are certified to have no criminal records. This shall be done prior to them being allowed or given access to start work on site.

The *Contractor* is required to compile a SHE File to comply with the *Employer's* specification, which includes but not limited to the following:

- Safety, Health and Environmental Plan (SHE Plan)
- SHE organization within the Company-Responsibility & Accountability
- OHS Incident management Procedure (32-95)
- Planning of conduct of work activities including planning for changes and emergency work (Operational Plan)
- Management of PPE- Personal Protective Equipment (Procedure with the matrix)
- Emergency planning and fire risk management
- Vehicle and driver behaviour safety (Competency, Traffic Management, etc.)
- Sub-Contractor or supplier selection and management
- Design and specifications (Drawings)
- Key personnel competency, training, appointments
- Communication and awareness Plan
- Behavioural Based Safety Procedure

- *Employer's* Baseline SHE Risk Assessment (BRA).
- *Contractor's* Baseline Risk Assessment in line with the *Employer's* BRA (Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA.)
- **Valid Letter of Good Standing (COIDA or equivalent)**
- **SHE policy signed by CEO/ MD- Comply to OHS Act Section 7 or ISO 45001**
- **Occupational hygiene and health risk assessment**
- Medical surveillance
- Method Statements/ Safe Working Procedures
- COVID-19 Risk Assessments and Workplace Plan

In addition, reference is to be made Health and Safety Specification, for documents and policies which the *Contractor* is to adhere to.

3.1 SHE File

The Contractor is required to compile a SHE File before the commencement of work. The SHE file must be submitted to the employer for review and acceptance, seven (7) days before any work can commence.

20 Environmental constraints and management

The Contractor complies with all legislative, Eskom and Drakensberg PS environmental policies.

3.1.1 Environmental Standard:

3.3.2.1 Legislation:

Comply with all environmental legislation of South Africa in respect of controlling air pollution, water pollution and waste disposal, etc.

3.3.2.2 Green Practices:

The Contractor must carry out good environmental practices in carrying out the works for conserving the global & local environment. Such practices shall include but not be limited to the replacing all chemical based cleaning agents by other natural/organic alternatives.

During sweeping and dusting, the Contractor shall ensure that a minimum amount of dust is liberated into the atmosphere. The use of compressed air for cleaning is prohibited.

3.3.2.3 Waste Management

Domestic – all bins must be replenished with plastic disposable bags and when full moved to the designated waste areas within each area of the works.

All waste must then be disposed of in the following waste bins:

- Normal Yellow dust bin-all soft waste
- Oil will be disposed of in oil bins on site

No waste material must be accumulated or stored anywhere other than in the designated area.

21 Quality assurance requirements

The quality requirements are as per Eskom Supplier Quality Requirements Specification 240-105658000

- The Contractor defines the level of QA/QC or inspection imposed on his Sub-Contractors and suppliers.
- The programming of inspections, hold and witness points is agreed between the Employer and the Contractor prior to undertaking any work.
- The *Contractor* maintains a high standard of workmanship, as expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the *Employer*.
- These methods to be employed by the Contractor are designed to ensure that regular maintenance is carried out at the highest quality.

22 Procurement

Disallowed costs are not applicable.

23 People

24 Minimum requirements of people employed

The *Contractor* must submit Curriculum Vitae's, certified copies of qualifications and/or certificates of its qualified staff prior to work commencing on site

- All staff required to perform the activities within the works information
- All relevant personnel names and titles must be specified to the *Service Manager*
- All staff to be appointed in writing.
- Contract Staff are not allowed to work on any other contract.
- All new staff to do induction training
- All replacements of staff will be in the same discipline (like an artisan with an artisan with proof of qualifications)
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel a new access to work form to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange with *Service Manager*
- In the case where one or more employees of the *Contractor* are requested to leave site for other reasons than Sick leave or Annual leave. The personnel must be replaced immediately with the same skill level, qualifications and experience's

25 BBBEE and preferencing scheme

- As per clause Z3 within contract data.

26 Subcontracting

Preferred subcontractors

- Not applicable

Subcontract documentation, and assessment of subcontract tenders

- N/A

Limitations on subcontracting

- Not more than 25% of scope

Attendance on subcontractors

- N/A

27 Plant and Materials

28 Specifications

- Materials used for this service is subject to the Employers prior acceptance
Sodium hypochlorite MSDS
Superfloc MSDS.

29 Correction of defects

- Rework of work will be seen as rework within a time from 0 to 90 days. Rework will be on the *Contractor* account and will also be issued with a Non conformance

30 Contractor's procurement of Plant and Materials

- Material list to be provided of all products, no plant or materials procured for the purpose of providing the service shall contravene the Safety & environmental and site regulations.

31 Tests and inspections before delivery

- Water discharge specifications to be checked according to Eskom's Potable Water Standard (240-55864764) or SANS241-1 and SANS241-2

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

- N/A

33 Cataloguing requirements by the *Contractor*

- N/A

34 Working on the Affected Property

All *Contractor* will interact with various areas and different people on the *Contractors* site and will be required to conduct their duties in a professional manner.

The contractor must comply with the South African Labour Relations Act and ensure that their staff is compensated with a fair and reasonable wage.

The contractor provides a minimum of one Supervisor and two operators per shift qualified to operate the plant

The contractor provides his duties in accordance with the provisions of Labour Relations Act, 1995 made and entered into by and between, SANS current specifications.

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

- All management and staff must comply with the security requirements of the Drakensberg Pumped Storage Scheme.
- All contractor personnel are carefully screened before granted access to the *Employer's* premises.
- All contractor personnel must attend induction before working on site and must obtain gate permits via the *Service Manager*
- Each personnel to have an identification card/gate permit at all times. The Employer has the right to deny access to any person not having proper identification.
- Lifesaving rules to be adhered at all times.
- All Contractor personnel are subject to a random alcohol breathalyser test whilst in the Employer's premises. Any personnel found under the influence of alcohol will not be allowed on the Employer's property
- Unauthorized access to site is prohibited. The personnel are always expected to be at their working site area.
- No recruitment on site or at the main access gates or any of the *Employer's* Premises' is allowed.
- All activities to comply with the OSHACT and Regulations.
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the *Employer's* standard, to be current at all times (Live Document).
- Asset registers of all tools and equipment incorporated or consumed in providing the service shall be maintained by the contractor and shall be audited and inspected by Employer from time to time.

36 People restrictions, hours of work, conduct and records

Working Hours

Monday to Sunday including holidays
06:00 to 14:00 morning shift
14:00 to 22:00 Afternoon shift

An attendance register will be required to be completed and retained by the *Contractor*. *Contractor* to use own time sheets or attendance register

37 Health and safety facilities on the Affected Property

- The Contractor is to provide own first aid box.

In case of an injury on duty, the contractor first aider must attend to the injured. An injury on duty must be reported to the Service Manager.

Normal working hours:

Emergency services - dialling (036) 438 2007/2008

38 Environmental controls, fauna & flora

Environmental management

- Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- All *Contractors* shall comply with the *Employer's* environmental management procedures and Environmental legislation
- Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.

Waste Management

- Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.
- The *Contractor* periodically collects waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.
- Where the *Employer* and the contractor have agreed that the contractor is responsible for the disposal of its waste, the contractor shall safely dispose of such waste and keep disposal certificates on file.

Types and colours of bins used on site:

- Black bin for domestic waste
- Orange bin for hazardous waste

Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the *Employer*) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the *Employer*.

Environmental management

The *Contractor* is required to ensure that all goods, services or works supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the Site, the goods, services or works supplied will also conform to the *Employer's* environmental specifications.

Handling of waste produced by the Contractor

All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the contractor's waste management plan and Drakensberg waste management plan.

The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.

The *Contractor* is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer's* site, the goods, services or work supplied also conforms to the *Employer's* environmental specifications.

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

Stockpiling of waste

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

Hazardous waste

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site

Pest Control

- Only approved herbicides with a low environmental risk shall be used for pest control.
- Only registered pest controllers may apply herbicides on a commercial basis.
- Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

- Incidents related to water pollution must be reported to the *Employer* environmental department within 24 hours.
- Report/fix leaking taps and pipes to save water.
- Use water sparingly.
- Chemical substances shall not be disposed of in waste water or storm water drains.

Air Pollution

- Dust suppression measures must be in place to reduce airborne dust.
- Noxious and offensive odours arising from work activities shall be adequately controlled.

Ground Pollution

- Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.

Spill containment, clean-up and ground rehabilitation shall be done as per Drakensberg procedures

39 Cooperating with and obtaining acceptance of Others

Interface with Others

It is likely that other *Contractors* will be working in the same area. Others might however from time to time require limited access to the same area in order to execute maintenance activities and the *Contractor* is to be accommodating in such instances.

40 Records of Contractor's Equipment

- The Contractor submits a list of all equipment and tools (with serial numbers, wherever possible) to the Security office in order to get approval before the items can be brought onto site.

- A copy of the approved list of items must be supplied to the Service Manager. Equipment that is not listed on a tool/equipment list cannot be removed from site once on the property unless proof of ownership is produced.
- Equipment and vehicles left on site is done so at the Contractor's own risk.
- All lost equipment and tools to be declared to the Service Manager and full details of incident.
- All Machinery and equipment provided by the Contractor must comply to all relevant standards and regulations

41 Equipment provided by the *Employer*

N/A

42 Site services and facilities

43 Provided by the *Employer*

Supply of electricity

220V and 380V electrical supply are generally available in the Water treatment plant premises. The nearest electrical power supply will be indicated but it is the *Contractor's* responsibility to arrange for all such services required in the execution of the works. No warranty is offered or given by the *Employer* that the existing available electrical supply will necessarily be adequate for the *Contractors* purposes nor that such supply is in any way guaranteed. The distribution of electricity shall be carried out by the *Contractor* strictly in accordance with the applicable laws and regulations.

Water

The *Employer* supplies potable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

Accommodation of the *Contractor's* employees

The *Contractor* makes his own arrangements for accommodation and meals.

Telecommunications

The *Contractor* provides his own communication system and the cost thereof. Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment

Facilities availability

Employer will provide *Contractor* work space

44 Provided by the *Contractor*

- *Contractor* to provide and insure safe transportation services for all his *Contractors* and it must comply with 32-93 and 33-345 procedures.
- *Contractor* to provide own (Coffee, sugar, milk, tea etc.)
- All computers and printers accessories needed to be provided by the *Contractor*.
- The *Contractor* to provide accommodation and meals for his / her employees and costs for this to be included in the contract price.
- All PPE to be provided by *Contractor* as per construction regulations.
- Provide SABS approved Safety harnesses as per the *Employer's* Safety Requirements.
- *Contractor* will provide the method statement to explain how the scope of work will be executed and this must form part of the returnable.
- *Contractor* to supply own 220 or 380 VAC extension's at the *Contractor* own costs.
- Certified copies of ID's and Qualifications to be provided by the *Contractor* on contract reward.

- All power tools and hand tool necessary to perform the work according to the scope of work.
- *Contractor* to supply sufficient transport for the *Contractors* employees on site. This is to avoid wastage of time between work stations.
- *Contractor* to supply own communication system such as two way radios.

Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required per site.

Housekeeping

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.

Access permits

All applicable *Contractor* personnel shall be issued with Photo ID Cards (*Contractor* Permit) by the contractor, which will contain the following information:

- Name
- ID Number
- Company name and logo
- Validity date
- Photo

The *Contractor* applies with Drakensberg Power Station Protective Services for the issuing of permits.

The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services, or can be emailed to the service manager.

The form contains the following information:

- Employee Name.
- Employee ID Number.
- The *Employer's* Safety Co-ordinators signature.
- The *Employer's Service Manager's* signature.
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

The form is appended to the *Contractor's* Safety Manual, referred to in Section 2.3.2 (b).

The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times.

The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.

The *Contractor* will be limited to the working areas associated with the works. 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 allowed. The parking application must be addressed to the protective services. All *Contractors* will supply protective services with their vehicles registration numbers.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the power station security gate.

The *Contractor* obtains the access procedures, from the *Service Manager*, which may change depending on the prevailing security situation.

45 Control of noise, dust, water and waste

- All necessary and relevant PPE must be used at all time when entering or working on plant
- Risk assessments must be completed before commencing with any task to be current at all times (Live Document).
- All relevant procedures to be used at all times.

46 Hook ups to existing works

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employer's* rules, regulations and procedures.
- The *Employer* reserves the right to request disciplinary/corrective action if, and when, required.
- The *Contractor* must submit Curriculum Vitae's of its entire staff prior to work commencing on site.
- The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- The *Contractor* will be responsible for the full payment of the legislative training costs for every employee at the *Contractor's* cost, in the event that the employee have to redo the training due to failing at the first attempt as well as the subsequent attempts that follows until the employee is authorised.
- All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- No welding will be allowed on site unless permission is granted in writing by the *Service Manager*.
- The *Employer* carries no responsibility for unforeseen delays such as weather conditions unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- Care must be taken to prevent damage to any surroundings such as the plant, roads and equipment in and around existing buildings.
- The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- The *Contractor* and his employees may only smoke in the allowed/designated areas.
- The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g. theft etc.

Training

- The *Employer* will provide Induction and COVID-19 training before the contractor can have access to site.

47 Tests and inspections

48 Description of tests and inspections

- The water quality testing needs in accordance with SANS241-1, SANS241-2 and Eskom's Potable Water Standard (240-55864764) or SANS241-1 and SANS241-2

49 Materials facilities and samples for tests and inspections

The Contractor is responsible to provide for the water quality testing.

List of drawings

50 Drawings issued by the *Employer*

None