



NEC3 Term Service Contract (TSC3)

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

and

for The provision of Road Maintenance at Camden
Power Station for 60 months as and when required

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CONTRACT 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:

The provision of Road Maintenance at Camden Power Station for 60 months as and when required

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	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	

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:

Name &
signature of
witness

Date:

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

Power Station General Manager

for the
Employer

Camden power Station, Private Bag x 1002, Nucam, 2351

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1		
2		
3		

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.

<p style="text-align: center;">For the tenderer:</p> <p>Signature</p> <p>Name</p> <p>Capacity</p> <p>Date</p> <p>On behalf of:</p> <p>Witness</p> <p>Name</p> <p>Signature</p> <p>Date</p>	<p style="text-align: center;">For the Purchaser</p> <p>.....</p> <p>.....</p> <p>Power Station General Manager</p> <p>.....</p> <p>Eskom Holdings SOC LTD., Camden Power Station</p> <p>Private Bag X 1002</p> <p>Nucam</p> <p>2351</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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C1.2 TSC3 Contract Data

1 Part one - Data provided by the *Employer*

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

Clause	1.1 Statement	1.2 Data
1	1.3 General	1.4
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>dispute resolution Option</p> <p>and secondary Options</p> <p>of the NEC3 Term Service Contract (June 2005)²</p>	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>Option X1 - Price adjustment for inflation</p> <p>Option X 2 – Changes in the Law</p> <p>Option X17 – Low Performance damages</p> <p>Option X 18 – Limitation of Liability</p> <p>Option X 19 –Task Orders</p> <p>Option X 20 – Key performance indicators</p> <p>Z: Additional conditions of contract</p>
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p>	<p>Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</p> <p>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</p>
10.1	<p>The <i>Service Managers</i> is (name):</p> <p>Address</p> <p>Tel</p>	<p>Camden Power Station. Pietretief road, Nucam</p>

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

The provision of Road Maintenance at Camden Power Station for 60 months as and when required

Fax

e-mail

11.2(2)	The Affected Property is	Eskom Camden Power Station
11.2(13)	The <i>service</i> is	The provision of Road Maintenance at Camden Power Station for 60 months
11.2(14)	The following matters will be included in the Risk Register	As per the attached Risk Assessment
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 days
1.5	1.6 The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week after receiving a task order
1.7	1.8 Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	60 Months
1.9	1.10 Testing and defects	1.11 No data is required for this section of the conditions of contract. Terms and conditions of TSC will apply.
1.12	1.13 Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month or after completion of the task.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	<p>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted</p>

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

1.14	1.15 Compensation events	(If the optional statement for this section is not used, no data will be required for this section)
	These are additional compensation events:	
1.16	1.17 Use of Equipment Plant and Materials	Equipment, plant and Materials – to be supplied by the contractor. Mobile equipment will be on wet rates
1.18	1.19 Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248

83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
1.20	1.21 Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> . Terms and conditions of TSC will apply.
1.22	1.23 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
1.24	1.25 Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Either State the name of the person selected & complete the contact details below Or, state 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.
	Address	To be appointed when disputes arises
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
W1.4(2)	The <i>tribunal</i> is:	arbitration

W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg South Africa
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

1.26 1.27 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		15.00	Non-adjustable	
		100%		
X2	Changes in the law	No data is required for this Option		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	The penalty shall be based on deviations on the agreed KPI's. The deductions will be against each task order should the contractor fails to action the task as required by the employer.		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and 		

		<ul style="list-style-type: none"> the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/live/content.php?Item_ID=9248
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>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, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and Infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	4 weeks 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	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- 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 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

- Z9.1 Delete from the last sentence in core clause 61.3, "unless the *Service Manager* should have notified the event to the *Contractor* but did not".

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 under the compensation events stated in this contract.

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

- Z11.1 or had a judicial management order granted against it.

2 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. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

http://www.eskom.co.za/live/content.php?Item_ID=9248

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

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

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
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

3 Part two - Data provided by the Contractor

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

3.1 Clause	3.2 Statement	3.3 Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	
	The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	To be submitted within 3 weeks of the signing of the contract
21.1	The plan identified in the Contract Data is contained in:	N/A
24.1	The key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
2	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

The provision of Road Maintenance at Camden Power Station for 60 months as and when required

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

C2.1 pricing assumptions: Option A

4 The *conditions of contract*

4.1 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.
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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.

4.2 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.

4.3 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).

4.4 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.

4.5 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*

Description	UOM	QTY	Rate/Unit Price	Amount
<p>Please see attached NEC3 - TSC3 (Price List) and make sure you capture your pricing there.</p> <p>Please make sure that you return NEC3 - TSC3 (Price List) with your submission, cause if this is not returned your submission with be disqualified.</p>				

Note:

- Suppliers/Service Providers to include in their pricing all activities associated with providing this service.
- Please do not change or alter the above price list, but rather add attachments should you want to show your breakdown.
- Suppliers/Service Providers who change/alter the above price list will be disqualified.

Document reference	Title
	This cover page
C3.1	<i>Employer's Service Information</i>
C3.2	<i>Contractor's Service Information</i>

PART 3: SCOPE OF WORK

1. Introduction

Common plant/Auxiliary maintenance department is responsible for the repairs and maintenance of both surfaced and unsurfaced roads at Camden Power Station. There is a need to appoint a Contractor to execute this maintenance scope of work. The scope for the maintenance of the abovementioned roads includes performing preventative maintenance and corrective maintenance activities.

2. Supporting Clauses

2.1 Scope

2.1.1 Purpose

The purpose of this document is to give detailed information regarding the scope of work for the 5-year road maintenance contract.

2.1.2 Applicability

This document shall be applicable at Camden Power station.

2.1.3 Effective date

This document will be effective after it has been signed for Authorisation.

2.2 Normative/Informative References

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

2.2.1 Normative

ISO 9001 Quality Management Systems
OHSACT Occupational Health and Safety Act, 85 of 1993
240-99527377 Inspection Manual for Civil Works at Eskom's Power Stations
240-99611535 Civil Works Inspection Status Checklist Template

2.2.2 Informative

240-144332407: Standard for Eskom Power Stations Concrete Remedial Work
240-142483465: Guidelines on Maintenance and Rehabilitation of Roads
Southern African Development Community document
TRH7: Use of bitumen emulsions in the construction and maintenance of roads
CSIR Potholes: Technical Guide to their Causes, Identification and Repair
TMH09: Pavement Management Systems- Standard Visual Assessment Manual for Flexible Pavements.

TMH12: Pavement Management Systems: Standard Visual Assessment Manual for
Unsealed Roads
SANRAL Routine Road Maintenance Manual

2.3 Definitions

N/A

2.4 Abbreviations

2.4 Abbreviations Abbreviation	Explanation
CPS	Camden Power Station
ITP	Inspection, Testing Plan
ISO	International Organization for Standardization.
OHSACT	Occupational Health and Safety Act.
PPE	Personal Protective Equipment.
QCP	Quality Control Procedure.
SANS	South African National Standards.
SADC	Southern African Development Community.
TMH/TRH	Technical Methods for Highways/Technical Recommendations for Highways

2.4 Roles and Responsibilities

2.5.1 Employer

The Employer shall ensure the following:

- (a) Develop the scope of work.
- (b) Perform supervision of daily activities during execution and ensure adherence to safety and environmental compliance.
- (c) Inform and issue the Contractor with the updated maintenance strategy.
- (d) Performance is measured by the Employer against those areas which contribute to the Employer's business and the Contractor shall ensure compliance to such measures (e.g. reliability, availability, and safety).
- (e) Areas of measurement include the Employer's key business indicators and will be redefined from time to time.
- (f) Review and approves the Contractor's construction method statement procedure, QCP and ITP
- (g) Is present for all applicable points of the ITP.
- (h) Provide Engineering and Maintenance support for information required by the Contractor.

(i) The Employer and Contractor in this SOW is committed towards the following:

- Retention of critical skills
- Continuous cost reduction
- Health and environment safety

2.5.2 Contractor

The Principal Contractor shall ensure the following:

- a) Execute the defined scope according to contractual agreement.
- b) All Contractor employees shall comply with Eskom's policies and site regulations, including non-use of cell phones in restricted areas, adherence to Eskom's life-saving rules, adherence to Generation Occurrence Management Procedure, no smoking policy, Camden maintenance user requirement specification, etc. These requirements will be detailed during the induction training process and are stipulated in the referenced documents and their references.
- c) The Contractor shall comply with the Employer's Environmental, Health and Safety standards, policies, and procedures.
- d) The Contractor shall be responsible for all works as per Employer's instructions, processes, and systems.
- e) The Contractor is to ensure that any service rendered does not interfere with the Employer's scheduled work and should align himself with the Employer's work control management process.

2.6 Process for Monitoring

All activities shall be done and be checked as per the Quality Control plan/s to be developed by the Contractor and be accepted by the Client for the specific activities.

2.7 Related/Supporting Documents

As per 2.2

3. Scope of Work

3.1.1 Site description

Camden Power Station is located 18km south of Ermelo Town along the N2 road. The Power Station has internal and external roads network which provide access to the Station and transportation of goods, materials, equipment, and personnel. Roads cover some aspect of traffic engineering which includes traffic signs, the pavement, stormwater structures (side channels & culverts), and barricades. Camden has both gravel and surfaced roads that fall within this maintenance scope of work.

The 5-year road maintenance contract is required to conduct preventative maintenance and corrective maintenance activities on these. Over and above the maintenance of the already built roads (e.g. drainage structures), the Contractor is required to execute

modifications and new installations issued to the Contractor by the engineering department during the period of the road maintenance contract.

3.1.2 Works to be executed.

3.1.2.1 Gravel and Asphalt roads:

The access roads to Camden Power Station are being used by employees to reach the workplace and for goods transportation. These roads require frequent maintenance to prolong the life span of the roadbed and to ensure safety of the road users. The road network is approximately 25km long, with 7.88km being Asphalt and 16.88km being gravel roads. The average width of the roads is 6m.

Below is a list of the defects that are common on the asphalt roads:

- Potholes.
- Crocodile cracks.
- Longitudinal and transverse cracks.
- Edge breaking.
- Settlements.
- Rutting.
- Fading road marking.
- Water ponding due to loss of cross fall and blocked/damaged culverts and drainage inlets.
- Damaged side kerbs.
- Damaged paved sidewalks.
- Missing cat eyes on oak road.
- Damaged/missing guard rails

Silted and vegetated side drains and culverts Below is a list of the defects on the gravel roads:

- Water Ponding due to improper drainage because of loss of cross-sectional shape of the road.
- Blocked culverts and damaged and/or highly vegetated side drains.
- Dust generation from the roads.
- Depressions on the road.

As part of the maintenance contract, the Contractor is required to ensure that the above are addressed, the methods adopted for the repairs are to be in line with the applicable standards listed in section 2.2.2 of this document.

This includes:

3.1.2.2 Asphalt Roads

Repairs

- Large & small Pothole and patch repairs.

- Sealing of surface cracks.
- Milling and overlays.
- Replacement of damaged and missing guard rails.

Road Marking

Contractor to make provision for both thermoplastic and acrylic water-based road making paint for all three colors (white, red, and yellow). Road marking to be done as an when required. The marking to include but not limited to:

- STOP word markings on asphalt roads and block paving.
- Yield markings on asphalt roads and block paving.
- Guidance Road studs.
- Paraplegic parking symbols.
- Continuous lines (no overtaking) in the middle of the asphalt roads.
- Broken lines (overtaking) in the middle of the asphalt roads.
- Directional arrows on asphalt roads.
- Directional arrows on block paving.
- Islands marking on asphalt roads and on block paved parking areas.
- Block Pedestrian crossing markings on asphalt roads.
- Continuous lines on the edges/ kerbings of the road.

Warning markings.

5m solid lines on parking bays (asphalt & block paving).

The surface preparation and application of the paint including the dimensions for the above markings) shall be done according to the latest revision of the Southern African Development Community document (SADC RTSM). In addition to the abovementioned colours, the contractor to make provision for black paint for the removal of errors.

Maintenance on drainage structures. This shall include:

- Reinstating side drains on gravel shoulders
- Cleaning of side drains and culverts.
- Concrete repairs (patching and resealing of expansion joints) on the above and kerbing.

3.1.2.3 Gravel Roads

Repairs

- Filling and compaction of distressed sections of the road.
- Blading of the road on an as and when required bases to reinstate the cross section of the road.

Dust suppression

- This shall be done using a chemical dust suppressant for haul roads. The road preparations and application of the product shall be in accordance with the technical

datasheet of the chemical product supplied, this includes the mixing of the product for the best performance results. Proposed chemicals shall allow for timeous return of traffic after application on the road. The proposed product shall not harm or pollute the environment. All products shall be sent to Eskom for acceptance prior to application.

Maintenance on drainage structures. This shall include

- Reinstating side drains next to the gravel shoulders
- Cleaning of side drains and culverts.
- Replacement of damaged and missing guard rails to protect the side drains from being driven over.

The Contractor is expected to supply all required material and equipment for the repairs on an as and when required bases. This includes but not limited to; chemical dust suppressant, road marking paint (acrylic and thermoplastic paint), cat eyes, hot and cold asphalt mixes, concrete (30MPa), joint sealants, paving bricks, kerbing, guardrails (to include the supports), G2 and G5 material, yellow plant for the works, etc. In addition to the above, all temporary works (traffic control) during the repair or road marking works shall be supplied and be conducted by the Contractor.

NB! All the works to be done under section 3.1.2 shall be accompanied by a quality control plan that will be tracked by both the contractor and an Eskom representative. Defect close out shall be accepted once the QCP for the works has been signed by all parties.

4. Key performance indicators

Key Performance Indications

	Floor	Normal	Kick	Ceiling	Unit
KPA					
ITP Compliance	40	60	80	100	Percentage
Plan/Program	40	60	80	100	Percentage
Re-work	4	3	2	0	Number
SHEQ Compliance	6	4	2	0	Number

legend

Floor	1
Normal	2
Kick	3
Ceiling	4

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		

➤ **Constraints on how the *Contractor* Provides the Service**

The contractor should provide the service that meet the National Building Regulation made under national Building Regulations and Building Standards Acts, 1997 (Act no.103 of 1997), and promulgated by government notice no.R.2378 of 30 June 1990, as amended by Government notice no's R.342 of 8 March 1991, R. 919 of 30 July 1999 and R.547 of 30 May 2008.

➤ **Meetings**

Kick off meeting will be scheduled after the contract has been awarded. Other meetings shall be scheduled as an when required.

➤ **Invoicing and payment**

On a monthly basis assessment to be conducted and signed off by both (The *Consultant* & the *Employer*) and once assessment has been done payment against invoice will be made.

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
 Finance department
 Camden Power Station

and include on each invoice the following information:

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

➤ **HEALTH AND SAFETY, ENVIRONMENT AND QUALITY ASSURANCE**

✓ **Health and safety risk management**

✓ Safety Management

Safety Health and Environmental Requirements

The contractor will comply with the following:

- Camden Power Station Health and Safety Standards as per Camden Power Station Contractors Safety manual. This manual will be handed over on contract award.
- Adhere to the Occupational Health and Safety Act 85 of 1993 with special reference to Section 44 of this act
- National Environmental Management Act 107 of 1998
- Mine Health and Safety Act 29 of 1996 (Where applicable)
- Eskom / Camden Policies and Procedures
- Compensation for Occupational Injuries and Diseases Act of 1993 (COID)
- All staff will undergo a one day Safety Induction training course one week before site occupation
- Adhere to Eskom and Camden Power Station's zero tolerance for non-compliance
- to any of Eskom's and/or Camden Power Station's safety rules and regulations

- Life Serving Rules:
 - Open, Isolate, Test, Earth, Bond and/or Insulate Before Touch
 - Hook up at Heights
 - Buckle Up
 - Be Sober
 - Ensure you have a permit to work

The Contractor must appoint Safety Representatives to assist but not limited to the following:

- Identify possible hazards, dangers and risks
- Fall protection plan
- Eliminate potentially dangerous conditions and actions
- Ensure a safe working environment

Inspect and record findings of his workplace and submit a copy to The Project Manager

The Project Manager shall be entitled to request the *Contractor* to stop work, without penalty to the *Employer*, when the Contractor's personnel fail to conform to acceptable health & safety standards or contravene the health and safety sections and regulations.

The Project Manager must be informed as soon as possible but not later than the end of the shift about any injury or damage of property or any equipment by means of a flash report.

The *Contractor* must perform job observations on critical tasks as identified and provide proof to the project manager.

➤ **Minimum SHE Documentation Required from the Contractor**

The following minimum documents must be provided by the contractor in terms of Health, Safety and Environmental performance, should the contractor not provide this information it will be assumed that it does not exist.

- Letter of good standing with COID or a registered insurance body
- An Organ gram indicating the names of all persons that will hold legal appointments on the project in terms of the Act.
- The expected roles, responsibilities and authority of those who are proposed to receive legal appointments as well as their proof of competency.
- The resume'(s) of the proposed Safety Officer(s) and Environmental Officer(s) his/their roles, responsibilities and authority is required in terms of the scope of work.
- Proof of environmental, health and safety awareness training (provided by a recognized training body) for all employees required to perform work at Camden. The contractor shall be responsible to ensure that his employees are trained before commencing work at Camden. Proof of training provided, i.e. attendance registers and the training content, shall be submitted to the Eskom Agents and/or Environmental and Safety Officers for approval before commencing work on-site. Failure to do so shall result in an immediate termination of the contract.
- The contractor's company Safety, Health and Environment policy.
- Provide an overview of the system/program that is utilized to manage Safety, Health and Environment.

➤ **Quality assurance requirements**

The *Contractor* will comply with the *Employer's* Quality Requirements – QM 58

➤ **PROCUREMENT**

✓ **People**

✓ **Minimum requirements of people employed**

The *Contractor's* Site Manager shall ensure that only qualified people will be allowed to work on the critical activities. The *Service Manager* shall be entitled to verify the qualifications of the key people.

Note: The *Service Manager* and the *Contract Supervisor* must verify qualifications of all people that will be used for this contract

5.1.2 BBBEE and preferencing scheme

A valid certificate from SANAS accredited verification agency or letter from Auditors/Accountant's for EME's will be required to validate the black ownership contribution level of companies.

➤ WORKING ON THE AFFECTED PROPERTY

✓ Security arrangements

The *Contractor* applies for access permits (Contractor's permit) at the Security gate on the start date of the contract. The *Contractor* personnel shall be required to be in possession of an access permit at all times.

In order to assist Protection Services with the issuing of permits and the identification of personnel on site the successful *contractor* is to supply a list of all personnel that he intends using on site, at least 72 hours prior to entry of the Security Area. This list must be delivered to Protection Services. The list, identified with the *Contractor's* name, is to contain the following information:

- Employee name
- Employee ID Number
- The *Employer's* Safety Coordinator's signature
- Copy of the ID book of every employee of the *Contractor*,
- Valid Police clearance

Access permits must be returned to protection services when the worker/s leave the site, either after completion of the *services*, or upon earlier termination of service of a worker during the contract period.

To speed up the process of gaining access to the site, the *Contractor* must compile detailed lists of all tools and equipment (including serial numbers where applicable) to be taken on site before arriving at the Power Station Security gate. An authorised copy of this list must be retained by the *contractor* - to be used again when the tools and equipment are removed from site after the completion of the *services*.

Any additional tools or equipment brought to site, or any tools or equipment removed during the contract period must be reported to protection services and all lists amended likewise. Gate release permits will not issue for the removal of any tools or equipment not specified on the tool list.

The *Contractor's* visitors and all personnel shall conform at all times to the security arrangements in force at the site. Application forms for visitors must be filled in by the *Contractor's* Site Manager and approved by the *Service Manager*, one day before the visit and submitted to the *Employer's* Protection Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of the security staff.

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

No unauthorised vehicles will be allowed on site. Only *Contractor's* Vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications should be directed to the *Service Manager*.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the Power Station Security Gate.

✓ **Fire Precautions**

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Fire fighting equipment must remain accessible at all times.

In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 3471.

Take the necessary action to safe guard the area to prevent injury and spreading of the fire.

✓ **Reporting of accidents**

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a REOCCURRENCE of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents and any damage to property or equipment must be reported within 12 hours.

NOTE! This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

✓ **Speed Limit**

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be adhered to on the premises at all times.

✓ **Health and Safety Arrangements**

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Induction Course can, on request, be provided by the *Employer* and will be valid for the duration of the *services*.

Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.

The *Service Manager* shall be entitled to instruct the *Contractor* to stop **work**, without penalty to the *Employer*, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. The *Service Manager* is entitled to call the *Contractor* to discipline his employees and to submit disciplinary action, and submit a report to the *Service Manager*. The *Contractor* shall implement additional health and safety precautions where necessary.

The Contractor will provide all his personnel with the required personal protective equipment.

Risk Assessments, Pre-Job Briefs, Post – Job Briefs & Job Observations will be conducted for all jobs.

All Construction Regulation - safety requirements should also be adhered to.

- Safety Plan

- Fall Protection Plan (repairing / replacing of conveying lines using scaffolding)

- 161 and 162 appointments

✓ **Health and safety facilities on the Affected Property**

✓ **Medical Facilities**

The *Contractor* provides a First Aid service to his employees. In the case where these prove to be inadequate, as in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.

Outside the *Employer's* office hours, the *Employer's* First Aid Services will only be available for serious injuries and life threatening situations.

The *Employer* shall be entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

✓ **People restrictions, hours of work, conduct and records**

The supplier will be on site as and when required and the hours will be calculated as per the agreement of the contract.

✓ **Environmental controls, fauna & flora**

All work complies with relevant environmental regulations as required.

If the work includes some toxic and hazardous substances during normal and routine maintenance activities. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed off by the contractor in accordance with the applicable law.

✓ **Refuse Disposal**

The *Employer* will provide and empty special colour coded bins for refuse disposal.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:

For the full duration of the *services*, the *Contractor* is responsible to keep the work *area* clean of any rubble, and to place all refuse into the bins provided.

✓ **Records of *Contractor's* Equipment**

Contractors must keep records of Equipment on Site including whether it is owned or hired. The records will include calibration certificates etc.:

➤ **EQUIPMENT PROVIDED BY THE EMPLOYER**

None

✓ **SITE SERVICES AND FACILITIES**

Provided by the *Employer*

✓ **Portable Water**

The contractor may utilize water points on Site. For area such as DA system, the Contractor may provide water coolers during Outages for logistical purposes.

✓ **Electrical Power**

Contractor may utilise power on site. Only point of supply will be provided by the Employer, the Contractor should provide electrical extension cables and DB boxes for any electrical supply requirements.

✓ **Sanitary Facilities**

Permanent facilities to serve the Power Station terrace are provided by the employer.

✓ **Waste Removal**

Household waste removal to the bins, as provided on site by the employer, is the responsibility of the Contractor.

✓ **Telecommunication**

Connections are available. The contractor applies via the Project Manager for a connection. Connection fees and calls are for the Contractor's account.

Cell phones are not allowed to be in the plant it must be kept in the locker room as it can interfere with control systems.

Each working supervisor need to be in possession of a cell phone for standby purpose and for communication during the day and after hours

✓ **Accommodation and catering**

No accommodation will be provided for this contract

The *Contractor* or any of his employees or subcontractors will be allowed to use the *Employer's* dining facilities.

The *Contractor* or any of his employees or subcontractors may also buy take away meals from the fast foods outlet on Site. Lunch time is from 12:00 to 12:30.

The Contractor shall provide everything else necessary for providing the Works.

✓ **The supply of all safety equipment is the responsibility of the contractor.**

- Hard hat (with no Eskom logo on)
- Ear protection
- Gloves
- Gum boots
- Rain suits
- Safety harness
- Safety goggles
- Overhauls(with no Eskom logo on)
- Safety shoes

✓ **Plant Safety Regulations**

The *Employer* shall on request from the *Contractor* isolate required plant from all sources of danger as described in the Plant Safety Regulations. The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workers register prior to working on the

plant. **IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR WORKING SUPERVISOR TO KEEP THE WORKERS REGISTER UP TO DATE.**

9.9.2 Barricading and Screens

The *Contractor* shall provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas.