



NEC3 Term Service

Short Contract (TSSC3)

A contract between Eskom Holdings SOC Ltd
(Reg No. 2002/015527/30)

and

for Facilities Roof Repairs at Kusile Power Station

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Documentation prepared by:

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Facilities Roof Repairs

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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:

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

General Manager Kusile Power
Station Project

**for the
Employer**

ESKOM HOLDINGS SOC Ltd
(Reg No. 2002/015527/30)
Megawatt Park, Maxwell Drive,
Sandton, Johannesburg

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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	NA	NA

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

General Manager Kusile Power Station
Project

Eskom Holdings SOC

(Reg.No.2002/015527/30)

Megawatt Park, Maxwell Drive, Sandton,
Johannesburg

C1.2 Contract Data

Data provided by the *Employer*

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

1. Please read the relevant clauses in the NEC3 Term Service Short Contract (April 2013) (TSSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used "[•]" - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8000
	Fax No.	086 666 0338
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Mthobisi Lushaba
	Address	Kusile Power Station Project R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank Postnet Suite 46 Emalahleni 1035 - SA
	Tel No.	(013) 699 7962
	Fax No.	086 666 0338
	E-mail address	Lushabem@eskom.co.za.com
11.2(5)	The <i>service</i> is	FACILITIES ROOF REPAIRS AT KUSILE POWER STATION PROJECT

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

11.2(6)	The Service Information is in	Part 3: KET Facility Roof Repairs at Kusile Power Station Project
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is.	Six (6) months (
13.2	The <i>period for reply</i> is	Seven (7) working days
50.1	The <i>assessment day</i> is the	or soon after project completion
51.2	The interest rate on late payment is	0
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.

X17	Low service damages	
X17.1	If a part of the service does not meet the service level stated in the service level table, the Contractor pays the amount of low service damages stated in the service level table.	If the Contractor fails to provide the service and/or provide any mitigations to correct the non-conformance within 5 working days, the penalty of 0.1% per day will kick in from the first day of the non-conformance.
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
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles in the Employer's assets and works / maintenance policies available on request from Eskom Insurance Management Services.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
The <i>conditions of contract</i> are the NEC3 Term Service Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which always apply:		

² If the previous edition applies change 'April 2013' for 'September 2009'.

³ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

Z1 Cession delegation and assignment

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

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z5 Health, safety and the environment

- Z5.1 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*:
- 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 *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.
- Z5.2 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.2

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.4

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z11 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing** means, as the context requires, the *Contractor*, or any member thereof in the case of

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z __12.1 Replace condition of contract 82 with the following:

Insurance cover 82

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>

Loss of or damage to equipment, plant and materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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

INSURANCE TABLE B

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

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Part 1

SANS 1200A	SECTION A: GENERAL (Refer to SABS 1200A and PSA)		QTY		
8.3	FIXED CHARGE ITEMS				
8.3.1	Contractual requirements - guarantees				
8.3.2.2	Facilities for Contractor				
	Site Establishment				
	a) Offices and storage sheds	SUM	1		
	OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS				
	Compliance with the Occupational Health and Safety Act and applicable regulations	SUM	1		
	Provision of a health and safety plan	SUM	1		
	Provision of a health and safety file	SUM	1		
	Provision of personal protective clothing and equipment	SUM	1		
	TIME RELATED ITEMS				
8.4.2.2	Facilities for Contractor				
	a) Offices and storage sheds	SUM	1		
	d) Living accommodation	SUM	1		
	f) Tools and equipment	SUM	1		

	g) Water supplies, electric power and communications	SUM	1		
	j) Plant -LDV	SUM	1		
	K) Supervision of the Works	Sum	1		
	Other value related obligations:				
	Environmental Control Officer	SUM	1		
	TEMPORARY WORKS				
	Provision of mobile access equipment or similar	SUM	1		
	OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS				
	Compliance with the Occupational Health and Safety Act and applicable regulations				
	Provision of a safety officer (full time)	SUM	1		
	Provision of transport of local labourers	SUM	1		
	TOTAL (EXC VAT)				

KET ROOF REPAIR

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>WATERPROOFING</u>				
	<u>PREPARATORY WORK FOR WATERPROOFING</u>				
A100	<u>Remove all loose rust and white scale by means of wire brushing, sanding, chipping, or mechanical scouring - down to bright metal. To remove dirt, salts and zinc corrosion (white rust) clean thoroughly with Dulux Galvanised Iron Cleaner or similar approved achieving a water-break free surface</u>				
	-				
1	KET Auditorium (1,2,3) combined building	m2	588		
2	Security induction Building	m2	875		
3	CM Parkhome No 1	m2	126		
4	CM Parkhome No 2	m2	126		
5	CM Parkhome No 3	m2	126		
6	CM Parkhome No 4	m2	126		
7	CM Parkhome No 5	m2	126		
8	CM Parkhome No 6	m2	126		
9	CM Parkhome No 7	m2	126		
10	CM Parkhome No 8	m2	126		
12	CM Parkhome No 10	m2	126		
13	CM Parkhome No 11	m2	126		
14	CM Parkhome No 12	m2	126		
15	CM Parkhome No 13	m2	126		
17	CM Parkhome No 15	m2	126		
18	CM Parkhome No 16	m2	126		
19	CM Parkhome No 18	m2	126		
20	CM Parkhome No 19	m2	126		
21	CM Parkhome No 20	m2	126		
22	CM Parkhome No 21	m2	126		
23	CM Parkhome No 23	m2	126		
24	CM Parkhome No 25	m2	126		

25	CM Parkhome No 28	m2	126		
26	CM Parkhome No 29	m2	126		
27	CM Parkhome No 32	m2	126		
	-				
	<u>PRIMER TO ROOF</u>				
	-				
A200	<u>Prime immediately after preparation with two coats Dulux Rustshield or similar approved</u>				
	-				
1	KET Auditorium (1,2,3) combined building	m2	588		
2	Security induction Building	m2	875		
3	CM Parkhome No 1	m2	126		
4	CM Parkhome No 2	m2	126		
5	CM Parkhome No 3	m2	126		
6	CM Parkhome No 4	m2	126		
7	CM Parkhome No 5	m2	126		
8	CM Parkhome No 6	m2	126		
9	CM Parkhome No 7	m2	126		
10	CM Parkhome No 8	m2	126		
12	CM Parkhome No 10	m2	126		
13	CM Parkhome No 11	m2	126		
14	CM Parkhome No 12	m2	126		
15	CM Parkhome No 13	m2	126		
17	CM Parkhome No 15	m2	126		
18	CM Parkhome No 16	m2	126		
19	CM Parkhome No 18	m2	126		
20	CM Parkhome No 19	m2	126		
21	CM Parkhome No 20	m2	126		
22	CM Parkhome No 21	m2	126		
23	CM Parkhome No 23	m2	126		
24	CM Parkhome No 25	m2	126		
25	CM Parkhome No 28	m2	126		
26	CM Parkhome No 29	m2	126		
27	CM Parkhome No 32	m2	126		
	<u>FINAL COAT</u>				
	-				
A300	<u>Apply two coats of Dulux Roof guard or similar approved waterproof paint that is UV resistant applied within 48 hours</u>				
1	KET Auditorium (1,2,3) combined building	m2	588		
2	Security induction Building	m2	875		

3	CM Parkhome No 1	m2	126		
4	CM Parkhome No 2	m2	126		
5	CM Parkhome No 3	m2	126		
6	CM Parkhome No 4	m2	126		
7	CM Parkhome No 5	m2	126		
8	CM Parkhome No 6	m2	126		
9	CM Parkhome No 7	m2	126		
10	CM Parkhome No 8	m2	126		
12	CM Parkhome No 10	m2	126		
13	CM Parkhome No 11	m2	126		
14	CM Parkhome No 12	m2	126		
15	CM Parkhome No 13	m2	126		
17	CM Parkhome No 15	m2	126		
18	CM Parkhome No 16	m2	126		
19	CM Parkhome No 18	m2	126		
20	CM Parkhome No 19	m2	126		
21	CM Parkhome No 20	m2	126		
22	CM Parkhome No 21	m2	126		
23	CM Parkhome No 23	m2	126		
24	CM Parkhome No 25	m2	126		
25	CM Parkhome No 28	m2	126		
26	CM Parkhome No 29	m2	126		
27	CM Parkhome No 32	m2	126		
A400	<u>ROOF COVERINGS ETC</u>				
	For preambles see "Model Preambles for Trades".				
1	Remove existing IBR sheeting approximately 0,6mm and dispose to site identified by the contractor	m2	218.05		
2	Supply and Install IBR Sheeting to suit existing sheeting on site, Minumum required coating on Sheeting hall be AZ100	m2	218.05		
A500	WATERPROOFING FOR JOINTS AND EDGES				
1	Remove existing sealants/waterproofing or any linear water proofing	m	1944		
2	Apply new sealant/waterproofing to joints and edges	m	1944		

	TOTAL (EXC VAT)				

C3: Scope of Work

1. Introduction

The work covers roof repairs of KET temporal buildings used to accommodate the Kusile Project Execution Team at Kusile Power Station Project. These Buildings have exhausted their life span and are experiencing leaks due to deteriorated roofing infrastructure. The employer wishes to repair the roofs of KET facilities to prolong its life span as the Kusile project is still under construction.

The area to undergo roof repairs:

- KET Auditorium(1,2,3) combined building
- Security Induction Building
- CM Parkhome 1
- CM Parkhome 2
- CM Parkhome 3
- CM Parkhome 4
- CM Parkhome 5
- CM Parkhome 6
- CM Parkhome 7
- CM Parkhome 8
- CM Parkhome 9
- CM Parkhome 10
- CM Parkhome 11
- CM Parkhome 12
- CM Parkhome 13
- CM Parkhome 14
- CM Parkhome 15
- CM Parkhome 16
- CM Parkhome 18
- CM Parkhome 19
- CM Parkhome 20
- CM Parkhome 21

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- CM Parkhome 23

2. Supporting Clauses

2.1 Scope

This document gives a detailed KET facilities roof repair to enable the Contractor to compile and submit a quotation and a detailed work schedule of these repairs at Kusile Power Station Project. The scope of work explains in detail how the roof repairs to the mentioned KET facilities are to be carried out by the contractor as well as outlining the contractor's responsibilities during these works.

2.1.1 Purpose

To define requirements for KET facilities roof repairs at Kusile Power Station Project. To provide a safe, clean environment and office spaces to all Kusile employees and Contractors.

2.1.2 Applicability

This document is applicable to Kusile Power Station Project and Eskom Contractors.

2.1.3 Effective date

This document will be effective from the date of authorization.

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

[1] OHSACT 18001:2007 Occupational Health and Safety Act

2.2.2 Informative

- [2] 32-727 Safety, Health, Environmental & Quality Policy
- [3] 203-54671 Kusile SHE specification
- [4] QM-58 Supplier Contract Quality Requirements Specification
- [5] 240-135473821 Kusile Waste Management Plan'
- [6] Kusile Construction Environmental Management Plan/Standard Environmental Specification (SES)

2.3 Definitions

Definition	Explanation
Contractor	Service provider contracted to provide a specific service to Eskom, Kusile Power Station.
Employee	Person employed by Eskom, Kusile Power Station or the Contractor

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Employer	Eskom, or Eskom Kusile Power Station or representative
Hygiene	Conditions or practices conducive to maintaining health and preventing diseases, especially through cleanliness

2.4 Abbreviations

Abbreviation	Description
CM	Construction Management
KET	Kusile Execution Team
SOW	Scope of Work

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2.5 Roles and Responsibilities

- a) The Employer requires the Contractor to provide all Personnel, Safety and Environmental Officers, Supervision and Management with appropriate and suitable skills (*e.g., working at heights*) to perform the work.
- b) The Contractor shall be responsible for the transportation of all its employees to and from work daily for the duration of the Contract.
- c) The Contractor is required to have adequate/similar experience.
- d) The awarding of this Contract shall be based on the assurance that adequate, qualified manpower will be provided to carry out this scope of work, and work will be commenced and completed as per the Project Schedule, as revised from time to time by the Construction Manager.
- e) The Contractor is to provide all equipment, machinery, accessories, Scaffolding and safety harnesses or any other apparatus that the contractor shall require for the works.
- f) The Contractor is required to have enough resources (human resources and equipment/machinery) to perform the work.
- g) The Contractor shall cooperate with other trades to ensure a smooth and safe flow of work. Provide a plan detailing sequencing of work to the Construction Manager.
- h) The Contractor shall provide the Employer with a detailed organogram of all staff and management on the contract.
- i) The Contractor shall clean up, remove, and dispose of all debris associated with this work to the bin provided by Employer and or pack material in the area identified by the Employer. Always maintain cleanliness of the property.
- j) The Contractor is responsible to familiarize himself with the site and point out any potential problems before starting the job.
- k) The Contractor agrees that the Employer is not responsible for fire, theft, loss and/or vandalism of any of the Contractor's tools, equipment, materials, supplies and/or work in progress.
- l) The Contractor ensures that all risks are managed to enable the successful execution to the works.
- m) The Employer requires that the Contractor adopts and comply with:
 - o Kusile Environmental Plan
 - o Kusile Safety Plan
 - o Kusile Health Plan
 - o Kusile Emergency Preparedness procedure
 - o Kusile Access Control Procedure
 - o Kusile Security Action Plan
 - o Kusile Security Operating Plan

CONTROLLED DISCLOSURE

	corrected.		
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2.5.1 Gate Keepers and Criteria (Role and Responsibility)

- a) The Contractor must have his own equipment and if not must provide a signed letter of agreement with the sub-Contractor for full utilization of the equipment, as and when required.
- b) The Contractor to have service and maintenance plan of the equipment's (e.g., last service date and service warranty letter).

2.6 Process for Monitoring

This process will be monitored through internal audits and assessments.

2.7 Related/Supporting Documents

N/A

3. Kusile Power Station KET facilities roof repair scope of work

3.1 Scope of Work Requirements

The Contractor shall be responsible for the safe execution of the below:

- The Contractor shall be required to establish on site for the duration of the execution of this said SOW.
- The Contractor confirms that they are experts in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations and the Contractor further acknowledges that the Employer is relying on this expertise.
- The Contractor shall supply and install all required roof sheets to all perimeter edges, up-stands, and all other roof locations as may be required.
- The Contractor shall supply regular clean up and place all roof related debris in the suitable waste skip provided by the Employer.
- The Contractor shall verify nailing/spacing of roof sheathing or strapping and shall repair deficiencies accordingly.
- The Contractor shall load all material onto roofs in such a pattern that will ensure uniform distribution of weight on the roof framing.
- The Contractor shall install all roof sheets in accordance with building regulations, South African National Standards, and manufacturer's recommended specifications.

The areas and buildings that shall form part of this SOW are as listed below:

KET Auditorium (1,2,3) combined building 1 (588m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas

Security Induction Building (875m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 1 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 2 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas

CM Parkhome 3 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 4 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 5 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 6 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 7 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 8 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 9 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 10 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 11 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 12 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 13 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 14 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 15 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 16 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal

- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 18 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150u

CM Parkhome (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 19 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 20 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 21 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 23 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 25 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 28 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 29 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

CM Parkhome 32 (126m²)

- Prepare, clean & wash roof surface with Hydro solve Water Based Cleaner & Degreaser
- Remove and dispose of existing waterproofing incl. all debris resulting from removal
- Replace all roofing nails with 95mm Hexagon screws & big, bonded washers.
- Lift existing sheeting to/and if fit Butyl Tape
- Waterproof Detailing around vulnerable areas
- Airless Spray Specialized SMR @ 180Bar dry 100-150um

3.2 Inspections and report

The Employer will do inspections and compile assessments as per the task list. Follow up meetings will be scheduled as and when, with the Contractor to close the gaps.

3.3 Tools and Equipment

The Contractor shall provide all tools and equipment necessary to execute the scope as per list and agreed works schedule. This arrangement shall be negotiated in good faith by Employer and Contractor.

All Equipment brought to Kusile Power Station will be subjected to a quality and safety inspection. Inspections will thereafter be carried out as per quality assurance plan.

3.4 Management Meetings

- a) Site meetings & inspection meetings between Eskom & the Contractor shall be three times a week and when required. Inspection by senior members of the Contractor shall be carried out on completion of the work.
- b) Records of these meetings shall be submitted to the Contract Manager by the person convening the meeting within five days of the meeting.
- c) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting.
- d) 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.

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Progress feedback meeting	Monday, Wednesday and Friday at <u>07:30</u>	Auditorium 2	Employer and Contractor Site Representative
Environmental management meeting	Weekly on <u>Monday</u> at <u>14:00</u> .	MS team /CM building	<i>Employer and Contractor's Environmental Officer</i>
Support Services Risk meeting	Monthly, <u>Second Tuesday</u> of the Month	Auditorium 2	Support Services Contractors
Operations Meeting	Monthly (Time to be announced)	TBA	Contractor and Employer

3.5 Safety, Health, Environment and Quality Management

3.5.1. Occupational Health and Safety Requirements (OHS)

- a) The Contractor shall comply with OHS legal requirement and Kusile power station's OHS requirement e.g., SHEQ policy, SHEQ Statement of commitment, operational procedures relating to their activities (i.e., 32-95 -Incident management Procedure, contractor management requirement, SHE Specification etc.)
- b) The contractor shall Comply with OHS tender returnable which are not limited to OHS plan, baseline risk assessment, OHS policy, valid letter of good standing, etc.)
- c) The contractor and or supplier employees shall be inducted on the OHS requirements.
- d) The contractor shall appoint trained and competent personnel in writing, who will have the responsibilities of implementing all OHS requirements on this contract
- e) Method statements shall be submitted for acceptance by the Eskom Kusile Power Station

OHS professional, prior to commencement of an activity.

- f) Non-conformance and incident management shall be done by the contractor as per Incident management procedure and standard.
- g) The contractor and or supplier shall allocate funds for the implementation of OHS requirements such as but not limited to medical surveillance, training, PPE, etc.

3.6 Rules are as follows:

- a) Provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area.
- b) No hazardous waste may be stored for a period of more than 90 days on the Kusile power station premises.
- c) Ensure that all hazardous waste is disposed at a licensed Class A disposal site. A copy of the hazardous waste disposal certificate must be submitted to the project/contract manager.
- d) Ensure that all other general waste is disposed at a licensed and registered waste dump.
- e) Ensure that your site does comply with the general good housekeeping practices. Redundant material will be removed to allocated sites.

3.7 Eskom's Life Saving Rules of Safety:

- a) In the interest of promoting a safe and healthy working environment, the Eskom executive committee has approved the implementation of cardinal rules, to improve safety in the organization. These rules will also be applicable to all contracting staff.
- b) The business is concerned about the emotional, social as well as economic effect of all these unnecessary incidents, and would like to correct behavior pro-actively.
- c) These rules are determined beforehand to enable the organization to clearly communicate the established cardinal rules and how to deal with non-compliance to the workforce prior to the implementation of such rules. These rules have been implemented as from 1 January 2009 and will be strictly enforced.
- d) Failure by any person or Contractor engaged in doing business with Eskom to adhere to these rules, will lead to serious action being taken with serious consequences. These actions include termination of service of an individual and even blacklisting of Contractors not taking the rules seriously.
- e) It is therefore strongly advised that these rules be taken seriously, communicated to all your staff, ensure that they all understand the rules, understand the consequences of violating a rule and sign a document stating that they understand and acknowledge the implications of these rules.

There are 6 identified Lifesaving rules, and they are as follows:

RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH

No person may work on any electrical network unless:

- a) He/ She is trained and authorized as competent for the task to be done.
- b) A pre-task risk assessment to identify all risks and hazards has been conducted prior to

any work commencing.

- c) An equipotential zone is created for each worker on the job site by earth, bonding, and/or insulating according to approved procedures.
- d) All conducting material is connected, all staff on site wear electrical safety shoes, and insulating techniques are applied according to standards; and
- e) The authorized person (team leader) has certified and shown all team members that the apparatus is safe to work on.

RULE 2: HOOK UP AT HEIGHTS

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

No person may work at height where there is a risk of falling unless:

- a) A pre-task risk assessment to identify all risks and hazards has been conducted prior to commencing any work at height.
- b) He/ She is appropriately trained.
- c) He/ She is appropriately secured during ascending and descending; and
- d) He/ She is using an approved fall arrest system where applicable.

RULE 3: BUCKLE UP

No person may drive any vehicle on Eskom business and/or on Eskom premises:

- a) Unless the driver and all passengers are wearing seat belts where applicable.

RULE 4: BE SOBER

No person is allowed to work under the influence of drugs and/or alcohol.

“Under the influence” means the use of alcohol, drugs, and/or a controlled substance to the extent that:

- a) The individual's faculties are in any way impaired by the consumption or use of the substances; or
- b) The individual is unable to perform in a safe, productive manner; or
- c) The individual has a level of any such substance in his/her body that corresponds to or exceeds accepted medical/legal standards; or
- d) The individual has a level of alcohol in his/her body that is greater than 0.00% blood alcohol concentration.

This includes any level of an illegal substance in the body, irrespective of when the substance was used.

RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK

Where an authorization limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS) etc.

1. The Contractor and/or supplier shall comply with all requirements as stipulated in Plant Safety Regulation and Operating Regulations for High Voltage systems with regards to Permit to Work.

RULE 6: ENSURE THAT YOU HAVE A SPOTTER WHEN REVERSING

3.8 Health and safety risk management

3.8.1 After contract award:

- a) The Contractor must compile a Health and Safety Plan, filed in a Health and Safety File, comprising of the following :
- b) Proof of the contracting company's own Health and Safety Policy.
- c) Proof of appointments, assignments and designations as required in terms of the Occupational Health and Safety Act, No 85 of 1993.
- d) Proof of Risk Assessments regarding Hazards identified.
- e) Proof of Safe Work Procedures that derived out of the Risk Assessments.
- f) Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site.
- g) Proof of a Fall Protection Plan, if required to perform work at elevated levels developed by a competent person appointed by the contracting company with compliance to Working at heights procedure.
- h) Proof of "Notification to perform Construction Work" – a copy of the notification addressed to the Department of Labor as required Regulation 4 of the Construction Regulations.
- i) Proof of an Induction Program (Kusile SHE Rules be used as a Guide) and an attendance register signed by its employees prior the commencement of any work on site.
- j) Proof of the contracting company's employees Medical Fitness Certificate. (Must still be valid – one year. May only have been issued by an occupational health practitioner).
- k) Proof of Contractors weekly Health and Safety Rep Inspections regarding its own site and where detached work is performed. SHE Reps are appointed per site, inspections done monthly unless determined otherwise by the terms and conditions of the SHE Committee
- l) Proof of Personal Protective Equipment (PPE) issued to Contractor's employees.
- m) Proof of contracting company's Accident/Incident Reporting and Investigation System.
- n) Proof of checklists and where applicable test certificates, regarding Contractor's tools, equipment, machinery, mobile equipment, vessels under pressure and any other applicable checks required by the Act.
- o) A "Section 37(2) Agreement with Mandatory" needs to be filled up by the Contractor and the Contract Manager and co-signed before work can commence.
- p) The Safety Officer employed by Kusile Power Station will review the Health and Safety Plan to ensure compliance with the provisions of the Construction regulation 7 before the Contractor will be allowed to start with the Works.
- q) Contractor to submit valid letter of Good standing (COIDA)
- r) Health and safety costing (Trainings, PPE, first aid boxes, safety signages and firefighting equipment)

3.9 Site Inspection Requirement

The Contractor acknowledges that he/she has satisfied himself, before submitting his tender, as to the layout of the premises, the quantities and nature of work and labor, materials and equipment necessary for the completion of the plant cleaning services, additional services, the means of access to the premises and, in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his contract.

3.10 Supervision Requirements

The Contractor is expected to provide the total infrastructure to competently fulfil the requirements of this contract. This shall include adequate management and supervision at all levels.

The Contractor is required to submit a staff structure indicating management and supervisory levels. Eskom's contract manager must approve any change to such staff structure and after such approval; the Contractor shall submit an updated staff structure to the Contract Manager.

3.11 Equipment Management Requirement

- a) The Contractor shall ensure that there is a process in place to manage his equipment and tools. The statutory inspections and testing shall be done according to the requirements of the law.
- b) The equipment shall be inspected as per the requirements by the law. The small equipment and tools that are used daily shall be marked with unique codes and signed in and out by the employee using them. This is to ensure that no tool is left on the plant and that every tool that is lost can be accounted for.
- c) Every new tool bought shall be reported to the Contract Manager and every tool not returned by an employee after completion of the works shall be reported to the Contract Manager.
- d) All tools and equipment shall be on the Contractor's asset register. Asset register shall be submitted to the Contract Manager on request

3.12 Road Rules Requirements

Kusile Power station roads are maintained in a fair condition and all construction traffic is limited to using these roads. Kusile traffic regulations are always adhered to. The speed limit is 40 km/h and other area is 20 km/h.

3.13 Security and Access Requirements

- a) The Contractor is informed of the access procedures through Kusile Procedure. "Access Control and Protection of Eskom Assets" and should expect that such procedures may change depending on the prevailing security situation.
- b) Temporary entrance permits are issued to Contractors who are on site for less than 3 months. Names and Identity Numbers are required before the contract starts. Photocopies of Identity documents are also required.
- c) Security and Access requirements must be arranged with the Contract Manager. Lost permits will be paid for by the Contractor to Protective Services at a cost. All permits need to be returned to Security or the Contract Manager upon completion of the contract. A list of tools is submitted which is verified by security staff prior to tools entering the security area.

- d) Should any Contractor staff be transferred from Kusile or leave site, the Contractor ensures that personnel leaving site are transported out of the security area and that the permit is returned.
- e) Only work vehicles with an approved permit will be allowed on site. These vehicles are to be in a serviceable condition and road worthy. Temporary vehicle permits are issued to Contractors who are on site for less than 3 months. This must be arranged with the Contract Manager.
- f) No private vehicles will be allowed on site without a temporary permit.
- g) Arrangements must be made with the Contract Manager well in advance to allow sub-Contractors and visitors onto site.
- h) No "Private Work" is carried out for or on behalf of any Employer Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area. Only authorized persons are permitted to enter Red Zone areas.
- i) The transport of any equipment onto the site must be declared and documented at Protective Services in order to facilitate the future removal thereof. Pro-active comprehensive listing of all tools and equipment brought to Kusile will considerably speed up entrance to the power station.
- j) The Contractor and/or Supplier must notify the Contract Manager immediately of any employees no longer in his/her service.

3.14 Supply of Electricity Requirement

- a) Electric power for construction, both 220V AC and 400V 3-phase supply, is supplied on Site by means of distribution boards free of charge, but connection to the nearest distribution board is the contractors responsibility.
- b) All installations to comply with the details set out in Kusile Maintenance Procedure - Contractor's Temporary Electrical Equipment Supply, and Construction Power Supplies (Occupational Health and Safety Act - Act 85 of 1993) and the Kusile Safety, Health and Environmental Specification for Contractors.
- c) The Employer does not guarantee continuity of supply and no claims for standing time as a result of power failures will be considered. A written request, indicating the Contractor's requirements is submitted to the Contract Manager as soon as possible after the Contract Date.

3.15 Water Management Requirement

Potable and raw water for construction purposes is also available free of charge.

A written request, indicating the Contractor's requirements is submitted to the Contract Manager as soon as possible after the Contract Date. Exception is at the recovery dams, where Contractor must supply drinking water to his employees.

3.16 Sanitary Facilities

Permanent toilets to serve the Power Station and urinals at the boundary area have been constructed by the Employer and all the Contractor's personnel may make use of these facilities.

Except at the recovery dams where the Contractor must supply portable toilets to his employees.

4. Invoicing and Payment

Within one week of receiving a payment certificate from the Employer in terms of Core Clause 51.1, the *Contractor* provides the Employer with a tax invoice, by no later than the first day of the month, showing the amount due for payment equal to that stated in the Employer's payment certificate.

The Contractor shall address the Tax Invoice to:

Eskom Holdings SOC Limited
Finance Department
Mega Watt Park
Email: InvoicesgrpcapitalKCT@eskom.co.za

ONLY ORIGINAL INVOICES WILL BE ACCEPTED.

The following must be stated on the Tax Invoice:

- Name and address of the *Contractor* and the Employer.
- 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.

5. Site Services and Facilities

5.1 Provided by the *Employer*

General

The Employer will, at his expense, arrange for, develop and maintain the various facilities and services indicated in the attached Project Site Facilities and Services Matrix at or near the Project Site, as applicable. These services and facilities are provided on the basis detailed below.

Project Site Facilities & Services Matrix

Site Facilities, Utilities and Services		Provided by		Details
Item		Contractor	Employer	
Field Office				
Field office structure		X		
Field office furniture		X		
Field office equipment		X		
Field office supplies		X		
Artisans change facilities		X		
Fabrication shops		X		
Equipment				

Site Facilities, Utilities and Services		Provided by		Details
Item	Contractor	Employer		
Construction equipment	X			
Contractor construction elevator	X			
Contractor equipment operator testing	X			
Communication				
Internet connection	X			
Radio & cell phone communication	X			
Telephone				
Construction telephone main service line		X		
Construction telephone line connection to Contractor field office	X			
Contractor's telephone equipment and system wiring	X			
Electrical Power				
Construction main power source and maintenance		X		
Construction power primary distribution system and maintenance		X		
Construction power Contractor's distribution system	X			
Construction power Contractor's distribution system maintenance	X			
Construction power energy usage payment		X		
Construction Lighting				
Structures interior temporary lighting and maintenance	X			
Contractor specific work area temporary lighting and maintenance	X			
General areas site lighting and maintenance		X		
Contractor areas site temporary lighting and maintenance	X			
Water - potable and non-potable				
Construction water source		X		
Construction water Contractor's distribution and maintenance system	X			
Construction water usage payment		X		
Drinking water distribution	X			
Heat				
Temporary heating facilities/system	X			
Sanitary Facilities				
Construction primary sanitary facilities and		X		

Site Facilities, Utilities and Services	Provided by		Details
Item	Contractor	Employer	
maintenance			
Contractor's structures construction sanitary facilities and maintenance	X		
Access Roads			
Primary access roads and maintenance		X	
Contractor specific access roads and maintenance	X		
Primary access road dust control		X	
General Work-related dust control	X		
Provide construction parking area and maintenance		X	
Storage Facilities			
Onsite lay-down space		X	
Contractor storage area maintenance	X		
Construction warehousing	X		
Tool storage facilities	X		
Climate controlled storage facilities	X		
Construction equipment fuelling facilities	X		
Security			
Overall site security		X	
Contractor specific areas security	X		
Overall site security access card and fingerprint system and materials		X	
Medical Facilities			
Onsite first aid/medical services		X	
Project emergency ambulance		X	
Heliport Area		X	
Fire Protection			
Construction fire protection – fire extinguishers	X		
Construction fire protection - stand pipe	X		
Overall site fire brigade participation	X		
Construction fire equipment & vehicles		X	
Clean-up			
General refuse offsite disposal		X	
Contractor general refuse collection and onsite disposal	X		
Contractor field office cleaning service	X		
Hazardous waste disposal and clean-up / rehabilitation	X		
Concrete source			

Site Facilities, Utilities and Services		Provided by		Details
Item	Contractor	Employer		
Concrete source	X			
Concrete usage payment	X			
Concrete test facilities and testing	X			
Scaffolding				
Scaffolding supply/erection	X			
Welding				
Welder testing	X			
Welder test facilities	X			
Welding/cutting consumables	X			
Railroad				
Railroad siding install & maintenance			None	
Food Services				
Allowed onsite - Yes/No	No	Yes		
Canteen		X		
Canteen fee payment	X			

All facilities or services not specifically indicated as provided by the Employer in the attached Project Site Facilities and Services Matrix, but required for the Works (including roads, assigned lay-down yard improvements, and access needed by the Contractor in the performance of the Works), shall be provided, maintained and removed when no longer required, by the Contractor. Except as otherwise stated in the Contract, all Contractor provided facilities and services shall be to the satisfaction of the Employer.

The provision or cessation of such Contractor provided facilities or services, and the erection, installation and removal thereof and/or of related equipment, requires the Employer's approval.

5.2 Areas for Contractor's Yards and Offices

The Employer has indicated on the drawings the areas assigned to the Contractor for offices and laydown yard. The Contractor may erect temporary offices, stores and other similar structures necessary to carry out the Works on the area at the Project Site allocated to him for this purpose by the Employer.

Any such temporary offices, stores and other similar structures shall be erected to the satisfaction of the Employer. The Contractor shall not be permitted to occupy any other areas on the Project Site. The Contractor's shall fence the yard area allocated to him with a 1.8m security fence to the satisfaction of the Employer.

The Employer shall clear and roll the ground initially allocated to the Contractor to ensure normal load bearing capacity under reasonably anticipated construction conditions. The Employer shall provide roads from the terrace to the boundary of the Contractor's yard. The Contractor shall provide all roads within his area and shall, at his own cost, maintain the

whole of this area including buildings, offices and other structures. Should the Contractor require additional areas he shall request same, in the form prescribed by the Employer, indicating the additional area/s required. The Employer reserves the right to not provide any additional areas. The Employer shall not, however, be obliged to clear or roll any additional areas allocated to the Contractor.

The Contractor shall submit to the Employer an initial drawing and/or description indicating proposed layout and utilisation of the Contractor's allotted storage areas. The drawing and/or written description shall be kept current, shall indicate the location and description of all stored items under the responsibility of the Contractor, and shall be submitted to the Employer as updates are made.

5.3 Project Site Roads and Parking

The Employer will provide and maintain construction parking and general use roads on the Project Site. A construction parking lot will be located outside the main security fence for Contractor's Personnel and visitors. Parking facilities will be limited. Contractor's Personnel and visitors failing to park as directed while using this lot may have their vehicle removed and/or be banned from future use of the lot.

A limited number of Contractor and Sub-Contractor non-construction vehicles will be allowed onto the Project Site. The Employer's approval and an appropriate permit will be required as authorisation for such vehicles to be brought on to the Project Site.

5.4 Communication Services

The Contractor shall be responsible for his own internet connectivity.

The Employer will provide for an analogue / digital telephone line and connection point in the area assigned for Contractor's Site office. The Contractor shall provide all wiring, hardware, and equipment from this point to points of use and shall pay all service charges for his use of the telephone system. The number of lines will be determined by the Employer, subject to availability. The Contractor's application for telephone services shall be made in the form required by the Employer. There is cellular network coverage in the Project Site area. The Contractor shall make his own arrangement for cellular connectivity and shall pay all service charges for his use of the cellular communication network.

The Contractor shall make his own arrangements for radio communication at the Project Site, if required. The installation of radio communication equipment at the Project Site is subject to the approval of the Employer.

5.5 Post Box

A post box for the receipt of external mail will be allocated for the Contractor's use at the Employer's Project Site Office. The Employer and the Employer shall be entitled to use this post box for general Project Works correspondence to the Contractor.

5.6 Fire Fighting and Fire Protection

The Contractor shall comply with all applicable Laws and the Project fire protection requirements, as amended from time to time, in respect of fire protection requirements during construction. The Contractor alone shall be responsible for providing adequate fire protection.

Without limitation, the Contractor shall provide adequate fire protection equipment in each warehouse, office, and other temporary structures, and in each work, area being occupied

to the satisfaction of the Employer. Access to sources of fire water shall be always identified and kept open. Suitable fire extinguishers shall be provided in enclosed areas, in areas which are not accessible to fire water, or in areas which may be exposed to fire that cannot be safely extinguished with water. Each fire extinguisher shall be of a type suitable for extinguishing fires that might occur in the area in which it is located. In areas where more than one type of fire might occur, the type of fire extinguisher required in each case shall be provided. Each extinguisher shall be securely placed and maintained in a convenient, clearly identified location for accessibility in the event of fire. The Contractor shall check, and service fire extinguishers as required by the applicable Law and standards.

Additionally, where the Works include elevations, the Contractor shall provide a dry firewater standpipe at a convenient location at the Site to which a pump truck (supplied by others) could be connected to provide water at the various upper elevations of the building. Hose connections and hoses shall also be provided at these elevations. Any operation with potential for starting a fire shall include a designated fire watch person.

Only work procedures which minimise fire hazards to the extent practicable shall be used. Combustible debris and waste materials shall be collected and removed from the Project Site each day. Fuels, solvents, and other volatile or flammable materials shall be stored away from the construction and storage areas in correctly marked, safe containers.

Unless specified in the Contract for a particular application, untreated canvas, paper, plastic, and other flammable flexible materials shall not be used on the Project Site for any purpose. Corrugated paper and other flammable packing materials will not be permitted for the storage or handling of materials in any areas where they present a fire hazard. If such flammable materials are on Plant or Materials that arrive at the Project Site, they shall be removed and replaced with an acceptable covering before the Plant or Materials are moved from the Contractor's yard into working areas.

Acceptable flexible materials for covering in the working areas shall be waterproof and flame resistant.

5.7 Water

The Contractor shall exercise economy in use of the water obtained from the Employer.

Potable water use shall be limited to servicing Project Works related activities requiring potable quality water. The Contractor shall provide, install, maintain, and remove when no longer required all pipes, fixtures, equipment, and metering (if necessary) from the Employer supplied source to the point of Contractor's use. Pipes shall be placed at least 900 mm underground or as otherwise approved by the Employer and on routes approved by the Employer. Installation shall meet all applicable codes and standards and be always to the satisfaction of the Employer.

5.8 Electricity

The Employer will supply electrical power for construction purposes at mini substations established on the Project Site until the issue of the Taking-Over Certificate for the Works or for the last Section (as may be applicable).

Electrical power to the Project Site is provided via a 22kV ring supply as well as a 22kV sub-station. The 22kV ring supply furnishes power to mini substations throughout the Project Site. Prior to furnishing power to the Contractor, a standard "Application for Power" form shall be completed and submitted to the Employer. The request must be made at least

2 (two) weeks prior to power supply being required. Power supply shall only be provided in the following 400V, 3-phase, 4-wire ratings: 20, 40, 63, 80, 100, 225, 250 and 400 amps.

The Contractor shall have indicated his requirements in the Tender. Neither the Employer nor the Employer shall, however, be bound to approve any revised requirements.

The Contractor shall use electricity efficiently during the execution of his Works on the Project Site. There shall be no charge for electricity used for construction purposes unless the Contractor's use thereof is unreasonable.

The Contractor shall take all necessary precautions not to damage the construction power supply during performance of the Work. No connection shall be made to the permanent installation of the Kusile Power Station electrical reticulation system without the prior approval of the Employer.

The Employer shall endeavour to provide a safe and reliable power supply with interruptions kept to a minimum. No guarantees of power supply quality are, however, given and power supply interruptions of extended duration may occur without warning.

The Employer shall, where practicable, give reasonable notice of interruption of supply. Planned outages are normally arranged and advised for low activity periods such as a Sundays and limited to 8 hours. The Employer, however, reserves the right, in case of uncontrollable interruptions, emergency, or when it is not reasonably practicable to give notice, to cut off the supply without warning.

To this end the Contractor shall make arrangements, at his own expense, to guarantee continuity and quality of power for all activities where same is required and shall furthermore be considered to have allowed for all Costs and time for 12 hours of power related interruptions to the Works at the Project Site per rolling 28-day period.

5.9 Sanitation and Sewage

The Employer will provide and operate a sewage treatment plant and general use toilet facilities at the Project Site. Until this plant and toilet facilities are in operation and to supplement Contractor's remote work areas, the Employer will provide the necessary sanitary facilities for all Contractors. This will include chemical toilets and toilets with holding tanks as needed. Routine maintenance and emptying of these facilities shall be based on the level of usage to assure sanitary and health requirements are met. The Contractor shall provide, maintain, and remove when no longer needed, all pipe, pumps, and hardware to connect the sewage treatment plant to his office facilities from a connection point designated by the Employer. Installations shall be to the satisfaction of the Employer.

5.10 Lighting

The Employer will provide and maintain general use Project Site lighting in the form of pole or mast mounted lighting fixtures. This general use lighting will comprise area lighting at the construction parking area and the Project Site entrance, at the site office areas, immediately outside the Boiler and Turbine houses and near power centres.

No local or Project Works lighting will be provided by the Employer. Accordingly, all temporary local lighting required by the Contractor, including lighting required to comply with the applicable Law, shall be provided by the Contractor at his own expense.

6 Provided by the Contractor

Facilities provided by the Contractor are described in Project Site Facilities & Services Matrix as paragraph 5.8.1.2.

7 Hook ups to Existing Works

The performance of the Works which affects the Employer's operations, or the systems of Other Project Contractors shall be scheduled to be performed only at times approved by the Employer. The procedure for carrying out work which of necessity interrupts the Employer's operations, or the systems of Other Project Contractors, or imposes abnormal operating conditions on their systems, is subject to the Work Co-ordination Process and the approval of the Employer.

8 Partnership Agreement/Site Specific Agreement

PA/SS Agreement for Service Providers will only be applicable for PA (Project Attendance) bonuses

which will be calculated as follows: 15.5 hours accumulated by cleaners per month x 12 months, paid

once a year by the Employer and 0.5 hours accumulated by cleaners per month x 12 months, paid once

a year by the Contractor. Refer to section 12.3.

9 Drawings issued by the Employer

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

Drawing number	Revision	Title
Annexure B - 146838-OUYX-S3825	Latest	Site Layout
Annexure C - 146838-OUYX-S3825	Layout	Contractor's Yard Layout
Annexure D	Latest	PA/SS Agreement (Section 12.3 only applicable)
Annexure E		SHE Specification Rev.5
Annexure F		Environmental Record of Decision (ROD)
Annexure G		Standard Environmental Specification
Annexure H		Project Bravo CEMP ~ Sep 07
Annexure I		Kusile Waste Management Plan
Annexure J		QM58

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task-by-Task basis

Task Order No. [•] *service* .[•]

To: [•]
..... (*Contractor*)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for *Employer*)

Total of Prices for items of work on the Price List
(details attached)

R. _____

Total of Prices for items of work not on the Price List
(details attached).

R. _____

Total of the Prices for this Task Order R _____

The programme for the Task is [ref] (attached)

Signed: _____ Date _____

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: _____ Date: _____

(for *Employer*)