



NEC3 Term Service Contract (TSC3)

Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and	[Insert at award stage] (Reg No. _____)	
for	ASH DAM REHABILITATION TOPSOIL AT DUVHA POWER STATION FOR A DURATION OF 36 MONTHS	
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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:

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R

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	(Insert name and address of organisation)	Date:	
Tenderer's CIDB registration number:			

Acceptance

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*.

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
for the Employer			
Name & signature of witness	(Insert name and address of organisation)	Date	

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

ASH DAM REHABILITATION TOPSOIL AT DUVHA POWER STATION FOR 36 MONTHS**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

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

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

	For the tenderer:		For the Employer
Signature			
Name			
Capacity			
On behalf of	(Insert name and address of organisation)		(Insert name and address of organisation)
Name & signature of witness			
Date:			

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	TBA
	Address	PO Box 2199 WITBANK 1035
	Tel	TBA
	Fax	
	e-mail	TBA
11.2(2)	The Affected Property is	Duvha Power Station
11.2(13)	The <i>service</i> is	Ash dam rehabilitation topsoil at Duvha Power

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

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		Station for a duration of 36 months
11.2(14)	The following matters will be included in the Risk Register	All risk will be identified, addressed and registered during Risk Reduction meetings that will take place as agreed between the parties
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	14 days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	At the completion of each task order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	14 days
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if 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</p>

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		Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Late deliveries 2. Non conformance to specification
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	6 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa, Johannesburg

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	<p>The person or organisation who will choose an arbitrator</p> <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.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	Price is fixed and firm for a year		
	The proportions used to calculate the Price Adjustment Factor are:	Component size%	linked to index for	Index prepared by
		65%	Material	Seifsa
		20%	Transport	Seifsa
		15%	non-adjustable	
		100%		
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	<p>The low <i>service</i> are</p> <p>The contractor is liable for compliance to ALL Environmental, Safety and Related Regulations associated with the scope of work. Should the contractor contravene any of such Regulations resulting to penalties by a Regulation Body, the contractor shall be liable for such penalties</p> <p>Safety as a result of contractor negligence incident</p> <p>Unavailability of material upon task order issuing</p>	<p>R25 000 per event</p> <p>R10 000 per event</p>		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	The replacement costs		
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		

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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 andthe amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none">Defects due to his design, plan and specification,Defects due to manufacture and fabrication outside the Affected Property,loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),death of or injury to a person andinfringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	6 months after each activity
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 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.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind	

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	the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Confidentiality
Z4.1	The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the

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	Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property; • warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z7	Provision of a Tax Invoice and interest. Add to core clause 51
Z7.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer’s</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (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 <i>Employer’s</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	<p>Delete the last paragraph of core clause 61.3 and replace with:</p> <p>If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.</p>
Z9	<i>Employer’s</i> limitation of liability

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Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z11.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z11.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> 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

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	Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.
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Z12 Insurance**Z 12 .1 Replace core clause 83 with the following:**

Insurance cover	83													
	83.1	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.												
	83.2	The <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.												
		INSURANCE TABLE A												
		<table><tr><td>Insurance against</td><td>Minimum amount of cover or minimum limit of indemnity</td></tr><tr><td>Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property</td><td>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.</td></tr><tr><td>Loss of or damage to Plant and Materials</td><td>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.</td></tr><tr><td>Loss of or damage to Equipment</td><td>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.</td></tr><tr><td>The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service</td><td><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.</td></tr><tr><td>Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment</td><td>The amount required by the applicable law</td></tr></table>	Insurance against	Minimum amount of cover or minimum limit of indemnity	Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.	Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.	Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.	The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.	Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment	The amount required by the applicable law
		Insurance against	Minimum amount of cover or minimum limit of indemnity											
		Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.											
		Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.											
		Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.											
		The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.											
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment	The amount required by the applicable law													

ASH DAM REHABILITATION TOPSOIL AT DUVHA POWER STATION FOR 36 MONTHS

		in connection with this contract	

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer	86																							
	86.1	The Employer provides the insurances stated in the Insurance Table B																						
		INSURANCE TABLE B																						
		<table><tr><th>Insurance against or name of policy</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Assets All Risk</td><td>Per the insurance policy document</td></tr><tr><td>Contract Works insurance</td><td>Per the insurance policy document</td></tr><tr><td>Environmental Liability</td><td>Per the insurance policy document</td></tr><tr><td>General and Public Liability</td><td>Per the insurance policy document</td></tr><tr><td>Transportation (Marine)</td><td>Per the insurance policy document</td></tr><tr><td>Motor Fleet and Mobile Plant</td><td>Per the insurance policy document</td></tr><tr><td>Terrorism</td><td>Per the insurance policy document</td></tr><tr><td>Cyber Liability</td><td>Per the insurance policy document</td></tr><tr><td>Nuclear Material Damage and Business Interruption</td><td>Per the insurance policy document</td></tr><tr><td>Nuclear Material Damage Terrorism</td><td>Per the insurance policy document</td></tr></table>	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
		Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity																					
		Assets All Risk	Per the insurance policy document																					
		Contract Works insurance	Per the insurance policy document																					
		Environmental Liability	Per the insurance policy document																					
		General and Public Liability	Per the insurance policy document																					
		Transportation (Marine)	Per the insurance policy document																					
		Motor Fleet and Mobile Plant	Per the insurance policy document																					
		Terrorism	Per the insurance policy document																					
		Cyber Liability	Per the insurance policy document																					
		Nuclear Material Damage and Business Interruption	Per the insurance policy document																					
		Nuclear Material Damage Terrorism	Per the insurance policy document																					

Z13	Nuclear Liability
Z13.1	The <i>Employer</i> is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
Z13.2	The <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.3	Subject to clause Z13.4 below, the <i>Employer</i> waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.4	The <i>Employer</i> does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any

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	replacement section dealing with the same subject matter.
Z13.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.
Z14	Asbestos
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related

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	control measures at the <i>Contractor's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.
Z14.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z14.5	The <i>Contractor's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z14.6	The <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z14.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

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C1.2 Contract Data

Part two - Data provided by the Contractor

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address:	
	Tel No.:	
	Fax No.:	
11.2(8)	The <i>direct fee percentage</i> is	____%
	The <i>subcontracted fee percentage</i> is	____%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	

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

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	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key person's data including CVs) are in .
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	21-22
C2.2	The <i>price list</i>	23

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C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the Contractor's plan

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

Preparing the price list

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

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

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

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Prices.

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

Format of the *price list*

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

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

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

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

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

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C2.2 the *price list*

Item	Description	Unit	Quantity	Rate	Price
A	Preliminary and General				
A1	Preliminary and General	Sum	1		
A2	Topsoil	Ton	200000		
Total of prices					

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PART 3: SCOPE OF WORK

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

ASH DAM REHABILITATION TOPSOIL AT DUVHA POWER STATION FOR 36 MONTHS

1 Description of the service

1.1 Executive overview

The service is for the supply and delivery of topsoil at the ash dam facility, at Duvha Power Station.

1.2 Employer's requirements for the service

- The *Employer's* requirements of the service are to ensure statutory and mandatory compliance to all applicable safety standards at Duvha Power Station
- The Contractor shall work within the parameter of the job description and scope of work. To keep all instructions/ procedures on hand and supply Eskom power station with reference to be included in this document and supply record and history requirements.
- The Contractor is liable and fully accountable for the supply and delivery of the topsoil.
- The Contractor interacts with others through the *Service Manager*, to ensure seamless integration of the various works.
- Supply and deliver as per the employer's specification.
- The Contractor provides resources, plant and equipment required for the delivery of the topsoil..

2. Scope of work

2.1 Description of the works

Duvha Power Station is currently producing approximately 225 000 tons per month of ash. The total area of the ash dam complex is about 450ha. The final elevation is approximately 80m above the current height. The rate of rise of the ash dam complex is approximately 1.68m per year. The design life is approximately 47 years. The station has about 20 years until it closes and this about 34m of ash above the current level. The step in is executed every 8m of vertical height and the step-in width of each bench is 4m. All the ash areas below the current level of ashing require rehabilitation as well as the stepped in areas. The last step in which was executed was more than the design step in due to the missed step in therefore rehabilitation on these areas will be more than the normal bench rehabilitation.

2.2 Detailed scope

The ash dam requires step ins when certain elevations are reached as per operation and maintenance manual. The stepped in areas produce lots of dust which poses a health issue. Dust suppression by water or chemical spraying is a short-term measure, however, a permanent solution is required for dust suppression. The Power Station uses rehabilitation which is defined as covering of the ash dams with fertile soil or topsoil and the planting of grass and trees as a permanent dust suppression method. A contractor is required to supply and deliver the rehabilitation topsoil for the ash dams.

- Only topsoil with up to but not exceeding 30% of coarse particles and stone shall be acceptable. The stone or coarse particles shall also not exceed 250 mm in diameter. Where stripping takes place from areas which will not be ashed upon in the future the areas shall be contoured after stripping as to blend in smoothly with the existing levels. The areas shall be left without any slacks or hollows where water and contours can accumulate.
- Unless it is used immediately, the topsoil shall be stored in positions as indicated or approved by the employer, in the following manner:
- Store the soil in heaps of maximum height 1500 mm

ASH DAM REHABILITATION TOPSOIL AT DUVHA POWER STATION FOR 36 MONTHS**3 Interpretation and terminology**

Abbreviation	Description
ISO	International Organisation of Standards
SANS	South African National Standards
SHEQ	Safety, Health, Environmental & Quality
SE	System Engineer
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Plan
PPE	Personal Protective Equipment

4 Management strategy and start up.**4.1 The Contractor's plan for the service**

Provision is made in Contract Data

4.2 Management meetings

None

4.3 Contractor's management, supervision, and key people

- a) The *Employer* reserves the right to verify qualifications and criminal records of all personnel employed under this contract. Furthermore, the *Employer* reserves the right to order personnel that are not adequately qualified or suited for this contract to be removed from the site.
- b) The *Contractor* submits an organogram to the *Service Manager* indicating the *Contractor's* Management, *Supervisor* and other key personnel assigned on the project. The organogram must be submitted on the first day of starting the works for acceptance and revised if there are changes that arise due to personnel movements.
- c) The *Contractor* appoints qualified and competent personnel for the work.

5 Documentation control

- a) All contractual communications will be in the form of properly compiled letters or forms. If the letters or forms are sent via email, the letter or form must be attached to the e-mail/s and not as a message in the e-mail itself.

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- b) Formal and informal communications will be in writing between the *Service Manager* and the *Contractor* only, any agreements between the *Contractor* and any other person representing the *Employer* which has not been delegated by the *Service Manager* will be invalid. Any instructions written or verbal resulting in any changes to the duration, quality, cost of the project may only be received from the *Service Manager*.

6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

_____ 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;

7 Records of Defined Cost to be kept by the Contractor

The *Contractor* keeps accurate and complete books of accounts, records and other evidence relating to the Defined Cost. These are open to audit. All documentation is kept by the *Contractor* for a period of three years following Completion of this contract.

The *Contractor* may be requested to submit to the *Service Manager* proof of costs incurred, which may include the following:

- Cost allocation
- Work subcontracted by the *Contractor*
- Plant and Material
- Schedule of Equipment
- Any other information the *Service Manager* reasonably requires.
- This information is kept up to date at all times.

8 Information and other things

Data packages must be submitted upon completion of each task order.

9 Management of work done by Task Order

The service manager will issue a task order for the material to be delivered.

ASH DAM REHABILITATION TOPSOIL AT DUVHA POWER STATION FOR 36 MONTHS**10 Health and safety, the environment and quality assurance****10.1 Health and safety risk management**

The *Contractor* shall ensure the following:

- The *Contractor* shall comply with the health and safety requirements contained in the SAS0012: Duvha Power Station Contractors safety manual (latest revision obtainable from the *Service Manager*).
- SHE projects documents are compiled and completed by the *Contractor* and submitted to the *Employer* before taking possession of the works.
- SHE file documents are valid for the duration of the works.
- The *Contractor* and all his personnel attend a Health and Safety Induction Course prior to starting with the *works*.
- The induction course is presented by the Safety Risk Department at Duvha Power Station.
- The *Contractor* makes arrangements with Safety Risk Management at telephone number 013-690-0143.
- The *Contractor* submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the work to Safety Risk Management before the induction course.
- Training and Competency Records with regard to the skills he uses to carry out the *works* or any other works in the *Employers* premises.
- Compensation Commissioner record and proof of registration shall be submitted.
- Records and documentation with regard to any sub-contractor or labour-only contracts he places or uses to carry out the *works* or any other works in *Employers* premises.
- Personal Protective Equipment and Safety Equipment Inspection, training and competency records and documentation.
- Employment contracts for all sub-contractor or labour-only contracts.
- Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
- Records of all incidents or accidents, and vehicle accidents, incurred during execution of this *works* or any other works in the *Employers* premises.
- Records of all man-hours, including sub-contractors or labour-only contracts, the *Contractor* spends on the *Employers* premises.
- Written Safe Work Procedures for all hazardous tasks the *Contractor* executes on the *Employers* premises.
- Environmental Plan and awareness training.
- Induction training records of his staff by himself/herself.
- Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.
- Compliance with all requirements of the Occupational Health and Safety Act no 85 of 1993 and its regulations and all other relevant health and safety legislation to ensure the health and safety of persons carrying out works. This shall also be applicable to sub-contractors.
- A health and safety plan, based on the employer's health and safety specification is provided to the employer. This shall be applied from the date of commencement and duration of works. Contents of

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the health and safety plan shall also be discussed and negotiated with sub-Contractors. The health and safety plan shall be implemented and maintained on site.

- Compliance with Eskom's SHE policy, procedures, standards, guidelines, specifications, and site regulations.
- All employees undergo safety induction training on-site.
- All employees or agents, visitors of the Contractor are medically, physical, and psychologically fit to enter the Power Station and carry out works. Employees shall also have a valid medical certificate of fitness specific to the work to be performed.
- Sub-Contractor(s) is in good standing with the compensation fund or any licensed compensation insurer as contemplated in the compensation for occupational injuries and diseases act, before work commencing work on site.
- Safeguard all employees by maintaining a safe and hygiene working environment and culture.
- A safety profile is kept for tracking and auditing purposes.
- All safety and health related incidents around site or working areas and threats that pose a danger to one's life or health are immediately reported.
- Sufficient health and safety information as well as resources are made available to the Contractor, where changes are brought about.
- The Contractor shall also ensure that ergonomic related hazards are evaluated and addressed in the risk assessment.
- The Contractor's employees and/or sub-Contractors are notified promptly of situations which may affect the health and safety of any person carrying out works on site
- The Contractor shall wear the full PPE as displayed at different plant areas. The provision of the PPE to the Contractors' Employees is the responsibility of the Contractor.
- Employees/agents are supervised. Full responsibility and accountability shall be taken to ensure that all employees are competent and aware of all requirements needed to execute works safely.
- Perform quality control and risk assessments on all on-site inspection activities or works. These shall be performed by a competent person appointed in writing. The risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least:
 - The identification of the risks and hazards to which persons may be exposed to.
 - The analysis and evaluation of the risks and hazards identified.
 - A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - A monitoring plan; and
 - A review plan
- Compliance with all applicable environmental laws and regulations, guidelines, and procedures during the execution of maintenance services. Subcontractors and others under the Contractor's direction and control shall observe and comply with the latter.
- The Contractor's employees or agent shall abide to Eskom's Life Saving Rules. If found to have violated any of the Eskom Life Saving Rules, they may face disciplinary action.
 - Open, isolate, test, earth, bond, and/or insulate before touch.
 - Hook up at heights.

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- Buckle up.
- Be sober.
- Ensure that you have a permit to work.
- Wear correct PPE at all times
- Report all incidents

11 Environmental constraints and management

- The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:
 - ❖ Maroon bins: - Scrap metal only
 - ❖ White bins: - Lagging and general household rubbish
 - ❖ Yellow bins: - Ash, dust, coal dust and sand
- For the full duration of the *Works*, the *Contractor* is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided.

12 Quality assurance requirements

The *Contractor's* ISO 9001:2015 Certificate of compliance or equivalent must be supplied with tender documents. If the *Contractor* is not certified, the objective evidence of a developed and fully implemented Quality Management System that complies with ISO 9001:2015 requirements shall be submitted.

The *Contractor* shall comply with the *Employer's* Quality Requirements as specified in the Supplier Quality Management Specification 240 – 105658000 (QM-58). Form A (Tender and contract quality requirements for QM 58 and Quality Requirements for ISO 9001 standard) of this Specification indicates the specific application thereof.

All Quality Control documentation must be submitted to the *Employer* at least one month before project start for pre-approval. Quality Control Plans must include hold and witness points, must clearly state 3rd party interventions and quality/test specifications where applicable.

The Quality Control documentation that will be handed over within 30 days of contract placement by the successful *Contractor* to the *Employer* and shall consist of the following:

12.1 Quality Control Plan

The Quality Control Plan shall consist of the following as a minimum and shall be accepted by the *Quality representative* of the *Contractor* prior to commencement of work and shall be sent to Eskom for approval.

A covering page, table of contents and QCP which includes and makes provision for the following but not limited to:-

- * QCP unique number.
- * Revision number.
- * Page number
- * Provision for QCP approval signatures by the *Contractor* (Supervisor and Quality Controller) and Eskom QC.
- * Provision to incorporate all inspection reports or any form of records to prove conformity to requirements.

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- * High level description of work in execution including Item/ component/ system/ sub-system.
- * Provision for nomination of intervention points for each activity as per SOW.
- * Provision for review and approval signatures and dates by the *Contractor* (Supervisor and Quality Controller) and Eskom QC.
- * Provision for final acceptance/ releases approval signatures by the *Contractor* (Supervisor and Quality Controller) and Eskom QC.

12.2 Test Reports

Where tests were performed, they shall be recorded and submitted to the *Employer* for approval. The Contractor will submit all test reports that has been performed in the form of data packs.

12.2 Procedures

Contractor to submit all work procedures/instructions before any work commences. These must be submitted together with QCP for approval.

13 Minimum requirements of people employed

As per the contract SDL&I requirements

14 BBBEE and preferencing scheme

As per the contract SDL&I requirements.

15 Specifications**15.2 General Specifications:**

- Occupational Health and Safety Act 85 of 1993 and its regulations
- Contract and Contractor OHS Management 32-726
- Basic Conditions of Employment Act
- National Key Point Act (Act No 102 of 1980)
- Safety, Health and Environmental Specifications for Contractors (SAS 0012) Rev 8 or the latest revision
- Generation Plant Safety Regulations 240-150642762
- NERSA License for Duvha Power Station and supportive codes
- 240-133087117 Environmental Incident Management Procedure
- OHSAS 18001: 2007 Occupational Health and Safety Management Systems, Specification
- 240-105658000 Supply Quality Management Specification (QM58) Rev 2
- ISO 9001 Quality Management Systems.

15.3 Technical Specifications

- SANS 10286:1998 The deposition practice of all mine residue in South Africa Construction Regulations 2014

16 Correction of defects

- Where supplied material is not conforming to specifications, the material shall be rejected and correct material shall be supplied at the *Contractor's* cost, within 7 days.

ASH DAM REHABILITATION TOPSOIL AT DUVHA POWER STATION FOR 36 MONTHS**17 Contractor's procurement of Plant and Materials**

- The *Contractor* shall provide all plant required for the execution of service.

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

None

19 Working on the Affected Property**20.1 Employer's site entry and security control, permits, and site regulations**

Duvha Power Station is a National Key Point and the right of admission is reserved. The *Contractor* has to comply with following requirements;

- a) The *Contractor* applies for access permits for all works exceeding four (4) weeks via the *Project Manager*, who will co-ordinate this.
- b) The *Contractor* applies for *Contractor's* Permits for all his employees and/or subcontractors at the Security gate, at least 24 hours prior to entry of the Duvha Power Station National Key Point Area.
- c) The *Contractor* completes the specific form in the Duvha Power Station Safety, Health and Environmental Requirements, listing all of the personnel that he intends using on site.
- d) The completed list, identified with the *Contractor's* name, contains the following information:
 - *Employee Name*
 - *Employee ID Number*
 - *Eskom Safety Co-ordinator signature*
 - *Eskom Project Manager signature*
 - *Validity Date*
- e) No permits are issued to personnel who have not attended safety induction.
- f) The *Contractor* employee list together with the photocopies of the ID books (first page of the ID book of every one of his employees; reduced to the size 65%) is delivered to Duvha Protective Services for the preparation of the *Contractor's* Permits.
- g) The *Contractor* allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Duvha Protective Services offices.
- h) The *Contractor's* personnel are required to be in possession of a *Contractor's* Permit at all times inside Duvha Power Station.
- i) All *Contractors'* permits are submitted back to Duvha PS Protective Services when the workers leave the site after completion of the *works*. Failure to return the permits will result in a R30.00 penalty for each non-returned permit.
- j) The *Contractor* compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at Duvha Power Station.
- k) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- l) The *Contractor's* visitors and all personnel conform to the security arrangements that are in force at Duvha Power Station.

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- m) Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Project Manager*, and submitted to the *Employer's* Protective Services office one day prior to the visit.
- n) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- o) The Chief Security Officer may, with valid cause, remove any of the *Contractor's* personnel from site, either temporarily or permanently. He may deny access to site any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
- p) 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 are directed to the *Project Manager* for consideration and approval.
- q) The *Contractor* is restricted to the Site. The *Contractor* is forbidden to enter any other areas, and ensures that his employees abide by these regulations.
- r) Parking inside the power station is strictly forbidden, except for loading purposes.
- s) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
- t) Security personnel may search any premises, property or person within the security area of Duvha Power Station
- u) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
- v) Application forms for such permission is available from Duvha PS Protective Services offices.
- w) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act
- x) The *Contractor's* personnel are required to wear face masks/cloths and keep 1.5m social distancing at all times when entering Duvha Power Station to adhere to the nCovid-19 guidelines.
- y) All personnel coming into Duvha Power Station are subjected takings of their body temperatures and hands being sanitized.
- z) All people entering Duvha Power Station premises are subjected to alcohol and drug tests at the Main Security Gate. No person intoxicated or under the influence of drugs is allowed to site.

The maximum travelling speed inside Duvha Power Station is 40 km/h

20 People restrictions, hours of work, conduct and records

- The *Contractor* is restricted to the site. The *Contractor* is forbidden to enter any other areas except the area they will be working at, and ensures that his employees abide by these regulations.
- The *Contractor* personnel to work the same working hours as *Eskom* personnel to allow the *Service Manager* or her/his representative to oversee the works: from Mondays to Thursday's between 7:00am – 16:15pm, and on Fridays between 07:00am – 12:00am. In case of emergency a call-out will be made after working hours but the *Service Manager* needs to approve for such work arrangement

21 Cooperating with and obtaining acceptance of Others

Core Clauses 25.1 The contractor co-operates with Others in obtaining and providing information which they need in connection with the service. He co-operates with Others and shares the Affected Property with them as stated in the Service Information.

ASH DAM REHABILITATION TOPSOIL AT DUVHA POWER STATION FOR 36 MONTHS**22 Equipment provided by the *Employer***

- No equipment shall be provided by the *Employer*

23 Control of noise, dust, water and waste

- The *Contractor* shall take all responsible measures to minimise any nuisance, pollution of and inconvenience to or interference with public as a result of the delivery of material.
- The *Contractor* must put safety signs and barricade the working area to prevent people coming near the working area to minimise exposure to noise and dust and hazardous substances.
- The *Contractor* shall remove all waste and dispose it to the allocated waste bins as according Duvha Waste Management Procedure (EVP0005).

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PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page	1
	Site Information	2
Total number of pages		

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PART 4: SITE INFORMATION

1. Description of the Site and its Surroundings

1.1. Topographical

- Duvha Power Station is situated in the Mpumalanga Province, on the Bethal road, off Johannesburg – Witbank N12 motorway.
- Weather data can be obtained from the EOD at Duvha Power Station, telephone number (013) 690-2235.
- The Contractor conforms to the requirements set out in the document called “Safety, Health and Environmental Specifications for Contractors” (SAS 0012) Rev 8 or the latest revision

1.2. Plant Area

The material will be delivered at the Ash Dam facility.

The Contractor is not allowed to temper with the existing structures and machinery on the site during the period of this contract.

ASH DAM REHABILITATION TOPSOIL AT DUVHA POWER STATION FOR 36 MONTHS

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*)