

NEC3 Term Service Contract (TSC3)

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

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

for The Provision of Catering function and event Management for Medupi Power Station Project

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CONTRACT No. 46000

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
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C1.2b	Contract Data provided by the *Contractor*	[●]
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C1.1 Form of Offer & Acceptance

Offer

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

The Provision of Bus Transport Services for Medupi Power Station Project

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 or C	The offered total of the Prices exclusive of VAT is	**Rates based contract**
	Sub total	**Rates based contract**
	Value Added Tax @ 15% is	**Rates based contract**
	The offered total of the amount due inclusive of VAT is[1]	**Rates based contract**
	(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: .....

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)		
Name(s)		
Capacity	**General Manager- Project Management** **Medupi Power Station**	
for the Employer	**Eskom Holdings SOC Ltd** **Megawatt Park,** **Maxwell Drive, Sunninghill,** **Johannesburg** **Gauteng** **South Africa** **2000**	
Name & signature of witness		Date

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

Note:

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

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

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

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

	For the tenderer:	**For the Employer**
Signature		
Name		
Capacity		**General Manager- Project Management Medupi Power Station.**
On behalf of	*(Insert name and address of organisation)*	**Eskom Holdings SOC Ltd Megawatt Park, Maxwell Drive, Sunninghill, Johannesburg Gauteng South Africa 2000**
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - 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 conditions of contract before you enter data. 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.

2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "**[●]" -** data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data	
1	**General**		
	The *conditions of contract* 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**
		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 *Employer* 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**	
10.1	The *Service Manager* is (name):	**Julius Manyathela**	
	Address	**Medupi Power Station , Maxwell Drive, Sandton, Johannesburg**	
	Tel	**+27 14 762 2248**	

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

	e-mail	**ManyatMJ@eskom.co.za**
11.2(2)	The Affected Property is	**Medupi Power Station Project, Lephalale**
11.2(13)	The *service* is	**The provision of catering functions and event management at Medupi Power Power Station Project**
11.2(14)	The following matters will be included in the Risk Register	**As per SHEQ requirements of Eskom.**
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 *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**Seven [7] days**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**Seven [7] weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**[TBC]**
30.1	The *service period* is	**Twenty [20] Months**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The *assessment interval* is	**By no later than the 25th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**Fourteen [14] days of each successive month.**
51.4	The *interest rate* is	**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** **(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 Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
7	**Use of Equipment Plant and Materials**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	1. Access delays due to Possible Industrial actions caused by others. 2. Lack of emergency response plans for accidents or breakdowns. 3. Loss or damage to catering premises
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 *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**Four [4] weeks.**
C	**Target contract with price list**	
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**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 *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
	The place where arbitration is to be held is	**Johannesburg South Africa**
	The person or organisation who will choose an arbitrator - 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 *base date* for indices is: **Month before tender close**

The proportions used to calculate the Price Adjustment Factor are:

proportion	linked to index for	Index prepared by
0.5	**[●Labour**	**[●]SEIFSA TABLE C3**
0.10	**[●]Transport**	**[●]SEIFSA TABLE L2B**
0.70	**[●]P&G, Meals, Equipment**	**[●]SEIFSA Table D4**
0.	**[●]**	**[●]**
0.	**[●**	**[●]**
[●]0.15	**non-adjustable**	
1.00		

Prices will be fixed and firm for the first 12 months, calculated from the base date and thereafter CPA adjustment

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.**
X13	**Performance bond**	
X13.1	The amount of the performance bond is	**N/A**
X17	**Low service damages**	**Late Arrival of the meals** **Vehicle Condition Non-Compliance**
X17.1	The *service level table* is in	**[●]**
X18	**Limitation of liability**	

X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **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**
X18.4	The *Contractor*'s total liability to the *Employer*, 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 *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **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 *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**Last day after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**[Five] 5 days of receiving the Task Order**
X20	**Key Performance Indicators (not used when Option X12 applies)**	
X20.1	The *incentive schedule* for Key Performance Indicators is in	**Annexure [●] to this Contract Data**
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	**[Three] 3 months**
Z	**The *additional conditions of contract* are**	**Z1 to Z14 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to

disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons and protect environment in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with the Medupi Power Station's Construction Environmental Management Plan, Rev 2, 2010 (SPO NO. 348-68101) and all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and

appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

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

Z12 Insurance

Z_12_.1 Replace core clause 83 with the following:

Insurance cover 83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the	<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.

Contractor's Providing the Service	
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer*

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor*

or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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

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

Z14 Asbestos

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

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

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

minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

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

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

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

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

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	Page No
C2.1	Pricing assumptions: Option A	1
C2.2	The *price list*	**2**

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 *price list* unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of • the Price for each lump sum item in the Price List which the *Contractor* has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor*'s plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

		Unit	**Rate**
Item	**Bill Description**		
1	**PRELIMINARIES AND GENERALS**		
1.1	Food Delivery van (worked on maximum radius of 65km x frequency of events)	per km	**R**
1.2	Uniforms/PPE	month	**R**
1.3	Medical per employee	each	**R**
1.4	Police Clearance	per person	**R**
1.5	Safety File	once off	**R**
1.6	Certificate of Acceptability (from the Municipality)	once off	**R**
1.7	Compliance to Health, Safety and Environment	Sum	**R**
	(to include but not limited to : Safety Officer, Environmental officer,cleaning up, waste management etc)		
	NOTE : A breakdown of this cost will be requested from the succesful supplier		
2	**LABOUR**		
2.1	Chef /Head Cook	per hr	**R**
2.2	Food Service Assistants	per hr	**R**

3	**MEALS**		
	FULL LUNCH		
3.1	Lunch (full meal)	per person	R
3.2	Lunch (finger lunch)	per platter	R
3.3	Wors roll	per person	R
	PLATTER		
3.4	Fruit platter/basket	per fruit platter/basket	R
3.5	Muffin platter (serving 15 people)	per platter	R
	GIFT PACKS		
3.6	Gift packs	per person	**R**
	BEVERAGES		
3.7	500ml still water	per 500ml bottle	R
3.8	340ml cold drink	per 340ml can	R
3.9	Tea	per cup	R
3.10	Coffee	per cup	R
4	**EQUIPMENT**		
3.11	Rectangular foldable table	each	R
3.12	Rectangular table cloth	each	R
3.13	Side plate (for finger lunch)	each	R
3.14	Serviettes (paper serviette)	pack of 200	R
3.15	Serving spoon	each	R
3.16	DJ Equipment hire (sound, mics, speakers etc)	per hr	R
3.17	Tablespoon	each	R
3.18	Chafing Dish	each	R
3.19	Dinner plate	each	R
3.20	Medupi Managers Awards Deco costs	sum	R

Part 3: Scope of Work

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

Description of the *service*

Executive overview

The Employer(Eskom) seeks the provision of professional catering and event management services to support the Medupi Power Station Project. These services shall be rendered on an ad-hoc basis, with the understanding that all meals and refreshments shall be prepared at the contractor's premises and transported to designated delivery points as specified by the Employer. Providing a variety of first-class catering experiences across a range of events is a huge part of creating memorable moments. This arrangement is being put in place on an “as and when required “basis to support operational flexibility for special events and other ad hoc needs. The intent is to ensure that service can be promptly and efficiently rendered.

Employer*'s requirements for the *service

The Contractor shall be responsible for:

The Contractor’s obligations shall extend to the post-event phase, encompassing comprehensive site restoration and sanitation. Such responsibilities shall include, without limitation, the thorough cleaning of all food service areas, buffet stations, kitchen facilities, serving equipment, and the prompt removal and lawful disposal of waste. Where applicable, these duties shall be undertaken in coordination with the venue’s designated personnel to ensure shared accountability.
The Contractor shall prepare and implement a detailed cleaning checklist, aligned with the pre-event setup plan, to guarantee consistency and completeness of service.
All post-event cleaning activities must be executed diligently and without undue delay, ensuring the premises are restored to a standard of cleanliness acceptable to both the Client and the hosting facility prior to departure from the site. Furthermore, the Contractor shall ensure that all activities are undertaken in strict compliance with applicable legislative requirements and all prevailing Eskom regulations, processes, policies, and procedures.

Scope of Work

Catering Services

- All meals and refreshments shall be prepared at the Contractor’s designated premises and delivered safely to Employer-specified destinations.
- Services shall include, but are not limited to: Provision of refreshments suitable for meetings, events, and gatherings.
- Supply of savoury and sweet platters to cater to diverse preferences.
- Provision of finger lunches, including halal and vegetarian options.
- Supply of hot and cold beverages tailored to event requirements.
- Timely and safe delivery of all meals, refreshments, and beverages to designated venues.

On-Site Catering Setup

- Transportation of food, catering equipment, and staff using approved catering vehicles.
- Establishment of service stations in accordance with client expectations.
- Maintenance of accessible, hygienic, and discreet food service areas.
- Buffet setup to be conducted in compliance with food safety standards and visual presentation requirements.
- The Supply will be responsible for the décor arrangements and the provision of the catering equipment, e.g. chafing dishes to ensure proper presentation and warming of the food.
- Pre-assessment and communication of setup timelines to the Employer.
- Adjustments to layout or timing due to on-site conditions to be managed without additional cost, subject to prior discussion and agreement.

Staffing, Uniforms, and PPE

- Provision of Personal Protective Equipment (PPE) for all staff, compliant with SABS standards and Eskom SHE requirements (including headgear, safety boots, reflective vests, goggles, gloves, and masks).
- Supply of high-quality uniforms, branded with the Contractor's name.
- Maintenance of neat, presentable, and hygienic appearance of all employees while on duty.

Labor Requirements

- Recruitment and appointment of local labor shall be prioritised.
- Criminal background checks and Medupi Site clearance checks shall be conducted prior to appointment.
- Verification of qualifications and competence should be conducted prior to appointments.
- Conduct testing and training to ensure adequately trained workforce.
- No Site-Specific Agreement (SSA) is applicable for this Contract.

NOTE: No deviation from the South African Labour Relations Act and any other relevant labor legislation will be allowed. The supply must comply with all applicable Law governing the industry. Violence against private vehicle owners who carry their own passengers will not be tolerated.

Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	**Meaning given to the abbreviation**
OBL	Outside battery limits

Management strategy and start up.
The *Contractor*'s plan for the *service*
In the TSC3 the *Contractor*'s plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor*'s plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer*'s broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor*'s plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor*'s plan.

Management meetings
The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.
Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.
Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
The following text could be used as a model for this section:

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____at ___		
Overall contract progress and feedback	Monthly on _____at ____		*Employer*, *Contractor* and ____

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

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

Contractor's management, supervision and key people
State any additional constraining requirements on *Contractor*'s supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

Provision of bonds and guarantees
The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer*'s right to termination stated in this contract.

Documentation control
Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

Invoicing and payment
The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

Contract change management
This section is intended to deal with any <u>additional</u> requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

Records of Defined Cost to be kept by the _Contractor_
If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any <u>other</u> records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor*'s record keeping for the purpose of compensation event management.

Insurance provided by the *Employer*
First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

Training workshops and technology transfer
Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

Design and supply of Equipment
On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

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

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

Things provided at the end of the *service period* for the *Employer*'s use
Equipment
The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.
Information and other things
Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

Management of work done by Task Order
Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.
Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

Health and safety, the environment and quality assurance

Health and Safety Management
The *Contractor* shall comply with the health and safety requirements contained on the Occupational Health and Safety Act (OHSA Act 85 of 1993) and its Regulations, *Employer* policies and procedures as well as contract requirements. It is essential that the *Contractor* is conversant with *Employer* safety procedures prior

commencing any work on site. Failure to comply shall result in the *Employer* suspending execution of services and removing the *Contractor* from site until compliance is achieved. The *Employer* may terminate the contract depending on the situation and risks to people, and vehicles, reputation and the *Employer*'s business of electricity supply.
The *Contractor*, shall always, consider itself to be the "*Employer*" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* regarding compliance with the SHEQ requirements. The *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is always responsible for the supervision of its employees, agents, suppliers, *Contractor*s, and mandataries and takes full responsibility and accountability for ensuring they are competent and aware of the SHEQ requirements and execute the works in accordance with the SHEQ requirements.
Should the *Contractor* appoint *Contractor*s the Subcontractors shall carry responsibilities of a client as per Construction Regulation 2014.
The *Contractor* shall ensure that all statutory appointments and appointments required by the management system are in place, and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.
The *Contractor* shall appoint a Safety Officer who will be responsible for the premises relevant to this contract and liaise with the *Employer* safety department accordingly to ensure compliance to health and safety requirements. The Safety officer should be available when required for inspections, audits and incident investigations. As a minimum the appointed Safety Officer should haveaNational Diploma in Environmental Health Courses with 2 years' experience. N.B. The appointed Officer/Consultant has dual role covers both OHS and Environmental requirements.
The *Employer*, or person appointed by the *Employer*, may at any stage during the period of this contract:
a) Conduct health and safety audits regarding all aspects of compliance with the SHEQ requirements, at any off-site place of work, or the site establishment of the *Contractor*.
The *Employer* expects the *Contractor* to engage in safety culture initiatives in line with the *Employer*s SHEQ policy and value, Zero Harm.

Compliance with Legislation and other requirements

It is required that all *Contractor*s on the project comply with the relevant applicable legislation, specifications, standards,Lephalale Local Municipality By-Laws and Waterberg District Municipality By-Lwas in accordance with the scope of the project.
When there is an amendment to acts and/or to the regulations, the OHS plan must be reviewed, updated accordingly, and send through to the client. Changes must be communicated to all relevant employees.

SHE Induction and Access to Site

All the employees of the *Contractor* must attend the *Employer*s SHEQ induction course provided by the *Employer* before commencement of the works will be allowed on the Site and thereafter be inducted by the contractor for scope specific induction. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction. *Contractor* shall further develop and train all its employees on company specific SHEQ induction. Proof of yearly induction should be always easily identifiable/available. Only once the employee has been passed the induction test, will each employee receive a site access permit.

Contractor: Details, Accountabilities and Responsibilities

The *Contractor* carries primary accountability and responsibility for the health and safety of his/her employees within his/her working area, as contemplated by Section 37(2) of the OHS Act No. 85 of 1993 and Regulations. None of the additional safety requirements specified by the *Employer* reduces the *Contractor*'s accountability and responsibility for the health and safety of his employees within his working area.
The *Contractor* shall have a disciplinary process and an organisational structured procedure to deal with employees who have transgressed organisational and legal requirements.
The *Contractor* shall provide a list of names and contact telephone numbers of all his employees on site. This list shall be updated as and when new employees commence on site.
Employees are responsible for their own health, safety, and that of their co-workers in their respective areas of work on the project.
Employees must be made aware of their responsibilities during induction and awareness sessions some of which are:
a) Familiarising themselves with their workplaces and health and safety procedures.
b) Working in a manner that does not endanger them or cause harm to Others.
c) Keeping their work area tidy.
d) Reporting all incidents/accidents and near misses.
e) Protecting fellow workers from injury.
f) Reporting unsafe acts and unsafe conditions.

g) Reporting any situation that may become dangerous.
h) Carrying out lawful orders and obeying health and safety rules.
i) Declaring to the *Employer* if taking medication, which may have intoxicating effects.
k) An employee does have the right not to work in any area or perform any task where that employee has reasonable justification to believe that the work situation presents a danger to his/her health and safety, organizational assets or the environment.
It must be highlighted to all employees, that anyone who becomes aware of any person disregarding a health & safety notice, instruction or regulation shall immediately report this to the person concerned. If the person persists, stop the person from working and report the matter to the *Project Manager* immediately.

SHE Competency and Organogram

The contractor SHE Organogram must available and the with the appointments and competencies for for these individuals on the organogram should be available. CompetentThe drivers should be with appointed and be competent as Fire extinguishers.

COID and UIF requirements

The *Contractor* shall be registered with an appropriate and valid employment compensation commissioner and submit proof of good standing with the commissioner. The *Contractor* shall, before the commencement with work on site, furnish the *Employer* with proof of a valid registration through a certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, (COID Act), 130 of 1993 and that all payments due to the commissioner are discharged. This cover shall remain in force during the contract and shall be the responsibility of the *Contractor* to ensure validity. The letter of good standing shall reflect the name of the *Contractor*.

Occupational health and safety policy

*Contractor*s shall develop his policy and should be in line and support the *Employer* SHEQ policy.

Mandatory agreements

A Section 37(2) agreement must be signed between the *Employer* and the *Contractor* at the time of awarding the contract. A signed copy of this agreement is submitted to the *Employer* prior to commencement of any activity on site. The *Contractor* must ensure that a section 37(2) agreement is signed between them and all their appointed Subcontractors for the contract.
Copies of all agreements must form part of the *Contractor*'s OHS file.

Annexure B: Eskom SHE Rules and Requirements

Annexure B is the acknowledgement of the *Employer*s SHE rules, and requirements form signed and submitted by the *Contractor*.

Health and safety (SHE) file

The *Contractor* shall compile a SHE (Safety, Health and Environmental) file as per *Employer*'s safety file requirements. The *Contractor* shall also ensure that the health and safety file; which shall include all documentation required in terms of the provisions of act and these regulations; is opened and kept on site and made available to an inspector and/or the *Employer* upon request.
The *Contractor* at the end of the project shall submit health and safety file to the *Employer*.

Health and safety management plan

The *Contractor* shall provide and demonstrate to the *Employer* a suitable and sufficiently documented health and safety plan, based on the *Employer*'s health and safety specification contemplated in regulation 5(1)(b) provided by the client.

Hazard identification and Risk assessment

It is a legal requirement in terms of Section 8 (2)(d) of the OHS Act for an *Employer* to continuously carry out risk assessments, to establish which risks and hazards are attached to the health and safety of persons due to any work which is performed, any article or substance which is, handled, stored, transported.
The *Contractor* shall prepare and provide to the *Employer* a baseline risk assessment as well as activity-based risk assessment for an intended work.

Provision for Cost of Health and Safety measures

The *Contractor* shall ensure that there is provision for the cost of occupational health and safety measures. Note: the costing for OHS must be detailed, that is itemised based on the overall scope of the project (i.e., medical surveillance (Medicals), training, provision of PPE, Disaster and communicable diseases (COVID-19) compliance, safety equipment purchases, resources, occupational health and safety and etc).

Medical programs

The *Contractor* shall ensure that the employees have conducted their medical surveillance programme and are in possession of a valid medical fitness certificate, completed in South Africa. The certificate of fitness should be relevant to the type of work (risk based) that the employee will be exposed to. This will require

each employee to have a risk-based person job specification that will be used as a basis for medical examination.
The *Contractor* must ensure that his employees have undergone pre-entry medical examination before starting work on site. No employee will access site without a valid medical fitness certificate. Periodic medical examination shall be done for all employees as work progresses. Upon completion or as and when employees' leave the project, an exit medical examination must be done for all employees involved in the project.

Employers' Lifesaving Rules

The *Contractor* shall comply with the *Employer*s lifesaving rules. Violation of these rules will be viewed in a serious light and the consequences will be dealt with via the respective disciplinary processes.
Six (6) lifesaving rules have been developed that will apply to all *Employer* employees, agents, *Contractor*s, consultants, suppliers, and visitors. Failure to adhere to these rules will be considered a serious transgression. These rules are being implemented to prevent serious injury or death of any employee, labour broker or *Contractor* working in any area within he *Employer*.
Employer lifesaving rules are non-negotiable health and safety rules which must not be broken under any circumstances. It must be highlighted that the *Employer* takes a ZERO TOLERANCE stance to violation of these rules. These rules are applicable to any person entering the *Employer*s sites.

The rules are as follows:

Rule 1	**OPEN, ISOLATE, TEST, EARTH AND CREATE AN EQUIPOTENTIAL ZONE BEFORE TOUCH** To ensure a safe electrical work environment, no person may work/operate on, around or near any electrical network, line or apparatus, electrically connected to the power system and/or electrically charged and/or not electrically charged unless: • He/she is trained and authorised as competent for the task to be done. • There is a valid permit to work where required and they are being supervised by a competent person. • A pre-task risk assessment to identify all risks and hazards has been conducted before any work commences. • He/she follows the requirements on OPEN, ISOLATE, TEST, EARTH, AND CREATE AN EQUIPOTENTIAL ZONE BEFORE TOUCH, based on applicable/related standards, procedures and outcome of risk assessment fit for the type of work or task to be performed. • The work area shall be within the equipotential zone, with the working earth visible at all times. • The authorised person has physically shown all team members that the apparatus is safe to work on. • He/she makes the specific electrical environment safe before performing the work; and • All the appropriate PPE (including face shield and insulated gloves for low voltage work) are worn. **Note**: The equipotential zone is only applicable for work being done on medium and high voltage apparatus.
Rule 2	**HOOK UP AT HEIGHT** Working at height is a significant part of work in Eskom Holdings and is regarded as a high-risk activity, as a result, all precautions must be taken to prevent incidents while working at height. Wherever reasonably practicable, preference must be given to the performance of work at ground level as opposed to work in an elevated position. Where work in an elevated position is necessary, the requirements in this document and all other Eskom requirements pertaining to working from height shall apply. No person may work at height where there is a risk of falling unless: • A Fall Protection Plan has been developed by a trained fall protection plan developer and communicated to all employees working at height based on the scope of work/task. • He/she is medically fit to work at height. • He/she is trained in accordance with Eskom's requirements for working at height. • A pre-task-specific work at height risk assessment to identify all risks and hazards has been conducted and communicated to all participants before commencing any work of this nature.

	• He/she appropriately conducts work as determined by the risk assessment. • He/she is appropriately secured during ascending and descending where applicable; and • He/she is using an Eskom-approved fall arrest system where applicable.
Rule 3	**BUCKLE UP** Seatbelts shall be always used whilst driving. No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts.
Rule 4	**BE SOBER** No person is allowed to be under the influence of intoxicating liquor or drugs while on duty. Under-the-influence' means the use of alcohol, drugs and /or a controlled substance to the extent that: • the individuals' faculties are in any way impaired by the consumption or use of the substances or. • the individual is unable to perform in a safe, productive manner or. • the individual has a level of any such substance in his body that corresponds with or exceeds accepted medical/legal standards or. • the individual has a level of alcohol in his body that is greater than 0,00 % blood alcohol concentration. • Any level of an illegal substance in the body irrespective of when the substance was used
Rule 5	**RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK** No person shall work without the required Permit to Work (PTW), which is governed by but not limited to: • Plant Safety Regulations; or • Operating Regulations for High Voltage Systems (ORHVS) (handover or permit); or • Low Voltage Operating Regulations; or • Any other activity where a permit is required, for example, driver and statutory permits. ➢ No apparatus is to be returned to service without the cancellation of all permits on that plant in accordance with procedure, unless permission is granted for a particular plant to be returned to service with permits still open, like in the case of redundant systems. **NOTE:** In the case of live work, a "Live Work Declaration Form" is to be completed by the authorised person, who is the person responsible for the safe execution of work according to relevant standards and procedures.
Rule 6	**ENSURE SAFE LIVE WORKING** To ensure safe live work, each live worker shall: • Ensure all live work basic principles are adhered to, as outlined (for the method being used) in the High Voltage Live Working Standard for the respective division. • Observe and maintain the minimum approach distance (MAD). • Only perform live work (never mix live and dead work on the same site at the same time – Refer to ORHVS Section 7 and 5 handouts respectively). Perform tasks they are authorised for and only undertake tasks that are documented in the respective Task Manual (TM). Only work on one potential (voltage) at a time.

Personal Protective Equipment (PPE)
Proper PPE should be used by contractors PPE entering the site, drivers should always have safety helmet, safety boots and reflective vest with them should they be requested to drop or collect employees or areas were PPE is a requirement.

Health Pandemics and Disaster Management
The *Contractor* shall ensure proper management and control of any disasters, climate changes and or pandemics that may come forth during the contract.

OHS Audits
During this contract, the *Contractor* shall be subjected to scheduled quarterly audits by the client to monitor compliance.
The contractor will be subjected to external audits conducted to the client.

The *Employer* reserves the right to monitor and conduct unannounced audits to ensure compliance and provide assurance to the *Employer*'s representatives and their key stakeholders.

Incident management

The *Contractor* shall report and investigate all incidents/accidents as required in terms of the legislation and Client incident management procedure.

All incidents reporting, recording, classification and investigation will be done according to the requirements set out in the *Employer*'s document 32-95 (latest revision).

Housekeeping

The *Contractor* shall maintain a high standard of housekeeping within their busses. Prompt disposal of waste materials and rubbish is essential.

Hours of Work

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act 75 of 1997.

Project Close-out

On completion of the project or service rendered, the *Contractor* shall close out their project documentation and OHS files on hard copy and digital copy, to hand them over to the *Project Manager*. All required documentation shall be submitted and/or handed over to the *Employer* using the relevant medium as per the procedure (Project Closeout and H&S documentation, 348-9942695) and in the form of soft copies and hard copies. The Project Health and Safety Procedure 348-9942695 - checklist shall accompany the submission to verify that all documents are submitted/or handed in to the *Employer*.

Environmental constraints and management

Environmental Management Plan

The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented Environmental Management Plan, based on the Employer's Safety, Health and Environmental Specifications provided by the client.

Environmental Management System

Medupi Power Station Project is ISO 14001:2015 certified, and Contractor is expected to conform to requirements applicable to their scope of works. The Medupi Power Station Project's Environmental Management System is governed by several procedures/protocols which shall be made available to the Contractor for implementation.

Environmental Management Plan

The Contractor shall comply with the Projects' Environmental Approvals which amongst others include Construction Environmental Management Plan Rev 2, 2010 (SPO No. 348–681011), Record of Decision (SPO No. 348-631731) etc which shall be made available to the contractor for implementation.

Waste Management Plan

All waste generated shall be disposed of at a facility licensed in terms of National Environmental Management Waste Management Act, 2008 as amended and/or registered in terms facility. A waste inventory of all waste streams generated or handled shall be developed and kept. A waste management plan shall be compiled before commencement of work. Records of waste disposal shall be submitted to TM as required in terms of Medupi Waste Management Work Instruction . No waste, be it biodegradable or not, shall be left on site and/or at the venue once provision of service has been rendered or work has ended.

Industrial general waste and hazardous waste generated shall not be burned, buried, or disposed of on Eskom or Landowner property, but instead be controlled and removed to a licensed and/or registered waste site on a regular basis or within 30 days post generation.

Waste shall be collected by the registered waste transporter or service provider or contractor complying with all applicable environmental legislations r to a licensed or registeredwaste facility. Legal requirements pertaining to transportation of waste shall be adhered to e.g. waste manifest, compliance to the municipal waste bylaws etc.

Contractor to make use of designated ablution facilities. The use of bush/veld as ablution facility is prohibited.

Contractor must take note that disposal of waste at the landfill site is the last resort and must take all reasonable steps or measures to:

a) avoid the generation of waste and where such generation cannot be avoided to minimise the toxicity and amounts of waste generated.
b) any container or storage impoundment holding waste is labelled.
c) reduce, re-use, recycle and recover waste.
d) where waste must be disposed of, ensure that the waste is treated and disposed of in an environmentally sound manner; and

e) manage waste in such a manner that it does not endanger health or the environment or cause a nuisance through odour or visual impacts.

Environmental Fines and Contraventions

The Client may implement a site environmental penalty for any transgressions of the Medupi Power Station environmental requirements (EMP, RoD, environmental legislation etc.).

Contractor is to declare history of fines and contraventions for the past five years, especially where performance guarantees have been withheld on account of any environmental reasons.

Environmental Weekly Inspection and Environmental Monthly Reporting

Service provider shall provide Monthly inspection report on the 25th of every month to TM Environmental Department and ECO's. The report shall also be submitted contractually. Eskom project team shall define and provide a reporting template. Weekly Reports must be submitted on Fridays before 10H00am.

SHE Audits

Eskom and independent Environmental Control Officer (ECO) shall evaluate all contractors' SHE performance on an ongoing basis against the legal, Eskom requirements, SHE specification, the contractors SHE plans and any other applicable requirements.

Contractor must conduct internal audits to ensure that the system for implementation of the Environmental Specification and Requirements is operating effectively and ensure that deviations are rectified.

Service Provider SHE Performance Evaluation

Eskom shall evaluate Service Provider's SHE performance on an on-going basis against the Eskom requirements.

Incident Management

All environmental incidents such as pollution (air, water, land, noise, etc.), bird kills, and animals killed, plants destroyed, public complaints etc. shall be reported to TM and/or ECO before the end of the shift. All incidents shall be managed according to current Eskom Environmental Incident Management Procedure (SPO No. 348–693723). Contractor shall be held liable for any infringement of any environmental statutory requirements.

Hazardous Chemical Spillage Management

Any spillages that occur shall be managed using project procedures and legal requirements and as indicated on the safety data sheet (SDS).

Project Close-out

On completion of the project or service rendered, the Contractor shall submit Environmental Close-out File guided by requirements stipulated on the Contractors Environmental Close-out Requirements Checklist, SPO No. 348-10081756. Submission referred above must be on hard copy and digital copy or as guided by Eskom and be submitted through transmittal (formally). Contractors Environmental Close-out Requirements Checklist with SPO No. 348-10081756 must be used as an index and shall accompany the submission to verify that all documents are submitted/or handed over to the Employer.Eskom Document Management Protocols must be adhered to.

Quality assurance requirements

Specify minimum requirements for the *Contractor*'s Quality Plan and Work Procedures or provide the *Employer*'s Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor*'s QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

Table A: (Medupi project Site Specific Risk Register)

Category	Hazard Identification	What is the Root Cause of the Hazard?	What are the Consequences?
Threats and Intimidation of Contractors by striking groups	Threats and Intimidation of Contractors by striking groups	Striking groups/ labour force	Death/Injury/Damage
Labour Unrest	Unrest	Unhappy labour due to IR issues or payments	Death/Injury/Damage
Malicious damage to plant and property on site	People	Un happy labour due to IR issues or payments	Damage property and loss of production
Vehicle Driving	Vehicle accident	Recklessness/Poor judgement/human error	Death/Injury/Damage
Theft of equipment and materials (including copper)	Equipment and materials un attended	unattended or not secure plant	losses of plant and equipment and materials breach of security
Environmental	Air/water/ground pollution/waste/spills/destruction	No PTW/Poor judgement / human error/EMP non-compliant	Disease/Injury/Pollution
Dangerous animals	Animals	Snakes, baboons	Death/Injury

Contract Risk Register
Table B: (Contract Specific Risk Register)

RISK	MITIGATING FACTORS	LEVEL (HIGH/MEDIUM/LOW)
Scope: Scope creep	Scope creep will be managed via approved compensation events	Low
Safety:	Contractor to adhere to Medupi Project SHE Specification and OHSAct	Low
Environment:	Contractor to adhere to Medupi Project EMP and RoD and other relevant environmental authorisations.	Low
Demobilisation	Contract manager to regularly review labour requirements and communicate timeously of the need for demob due to project descaling.	Low
Suppliers Quality	• Service Manager will verify quality on all goods and material supplied.	Low
SD&L targets	• Service Manager will ensure that the contractor submit SD&L scheduled and quarterly reports	Medium
Service interruption Absenteeism/Downtime due to Equipment breakdown or Service	• Contractor to provide a plan on how to continue service without interruption due to broken equipment and absenteeism	Medium

Environmental constraints and management

The contractor should note that the Employer is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within the site must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The *Contractor's* team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The contractor must ensure sufficient funding is allocated for environmental management.

Where applicable to the scope of work the *Contractor* is required to comply with the following site specific documents (but may change from time to time due to review and/or operational requirements):

a. Medupi Environmental Statement/Policy
b. Procedure for the Identification and Assessment of all Environmental Aspects and Impacts
c. Environmental Legal and Other Requirements (this will include all applicable Environmental Authorisations and Environmental Management Plans)
d. Medupi EMS Scope and Manual
e. Environmental Training, Awareness and Competence
f. Safety, Health and Environmental Communication Procedure
g. Identification and Application of Environmental Operational Controls
h. Environmental Performance Monitoring and Measurement Procedure
i. Handling of HSE Non-conformities and Corrective and Preventative Measures
j. Safety, Health and Environmental Incident Management Procedure
k. Safety, Health and Environmental Audit Procedure
l. Management Review Procedure
m. Medupi Waste Management Procedure
n. Spill Prevention Control Countermeasure Plan
o. Integrated Waste and Water Management Plan (IWWMP)
p. Land management plan
q. Medupi Alien and Invasive Plant Species Management Plan
r. Stockpile Management Plan
s. Water Management Plan
t. Sewage Management Plan
u. Fire Management Plan

All relevant site environmental plans and procedures will be issued to the *Contractor.*
Contractor should also comply with any new environmental procedures issued by Medupi Environmental Department.

Contractor Environmental Obligations

Contractor shall submit Environmental documentations aligned to scope of works for approval by Team Medupi Environment, the documents include:

- Aspect and Impact register including all activities in the scope of works; and
- Environmental management plan as per the identified Aspect and impacts (such as waste management, spill management, incident management, water management, hazardous chemical substances management, site establishment etc.).
- Alien and invasive management plan which is aligned to the site alien and invasive plan; and
- Any other method statements required by Environmental Department.

Contractor will also be required to:

- Comply with environmental legal and other requirements;
- Report all environmental incidents as per the project procedures;
- Attend environmental audits and close out any audit findings within timeframe;
- Attend environmental meetings; and
- Conduct environmental training and awareness related to the scope of this contract.

Quality assurance requirements

The Supplier shall demonstrate, provide, and maintain a Quality Management System (QMS) that is ISO 9001:2015 certified or compliant thereto as well as the contractor quality requirements (240-105658000) and Medupi Contractor Quality Specification (348-389557). Compliance with the provisions of this clause in no way relieves the Supplier of the final responsibility to furnish acceptable services. *Contractors* QMS that includes:

a) Ensuring that processes, plans and procedures needed for the QMS are established and maintained and the integrity of the QMS is maintained when changes are implemented.
b) Ensuring that Quality Assurance and Quality Control Depts. are sufficiently manned with competent resources to effectively implement quality requirements.
c) Reporting to top management on the performance of the quality management system and any need for improvement.
d) Ensuring the awareness of customer requirements throughout Contractors organization.

Quality management shall ensure that the *Employer's* requirements as specified in the Contract are met in full and verified as such to Employer satisfaction. Quality management shall be in accordance with ISO 9001:2015 and related ISO 9000 series of Standards, and is to provide full documentary and Objective evidence that the Works have been designed, manufactured, executed, completed, and maintained in accordance with the Contract.
The quality management system shall apply to the *Contractor* and all persons real or juristic working for or on behalf of the Contractor on or in connection with the Works and regardless of the form of employment contract.
Quality management shall ensure that the Quality Control Plans, Inspection and Test Plans and procedures/instructions/method statements/ECNs/FCNs developed or adopted provide stages at which the *Employer* may witness what is being done or require what is being done to be subject to inspection before the execution continues

Contractor shall list all documentation needed for the effective implementation of the project quality management system (QMS) and shall, as a minimum, prepare, maintain and implement throughout the life cycle of the project, as part of the project quality management system. The project specific documentation are as follows:

a) Project Quality Policy
b) Project Quality Strategy
c) Project Quality Objectives
d) Project Quality Management Plan
e) Project Organisation Chart.
f) Project RACI Matrix – may be split by Dept. /Phase/Discipline as required.
g) Job Descriptions including performance requirements and measurements.
h) Equipment and Process Criticality Ratings,
i) Project Quality Assurance Plans – per project phase:
   (i) Design
   (ii) Manufacturing, Inspection and Testing
   (iii) Construction, Inspection and Testing
   (iv) Commissioning and Taking-Over
(j) Project Quality Control Procedures - per discipline:
   (i) Civil and Structural works.
   (ii) Mechanical, Piping, Painting and Insulation works.
   (iii) Electrical works.
   (iv) Control and Instrumentation works.

Project Quality Control Procedures per individual activity identifying specific inspection and test methods and acceptance criteria.
Project Inspection and Test Plans (ITP's) per individual activity that plan, assure quality, and define inspection intervention levels.
Project Quality Verification Records per individual activity - as referenced in ITP's.
Manufacturing, Construction and Commissioning Record Books
Except where otherwise stated, all documents that constitute the Quality Management System, including proforma Quality Verification Records, shall be complete, in accordance with the Contract, and ready for use and submitted to Engineer not less than 30 days before the work governed by the documents is planned to start.

Throughout the lifecycle of the project, on a monthly bases, the contractor shall maintain and submit a MDL (Master Documentation List), to the *Project Manager* for review and approval. Each document on the Master Document List shall have the following marked against it:

a) The planned and actual date of submittal to the *Project Manager*
b) The classification of documentation (for approval, for review, or for reference) based upon the classification guidelines of Quality specification document.
   (i) Class 1 - for the Engineer's approval - where the Contractor may not proceed with the Works that are the subject of the document until it has been approved by the Engineer.
   (ii) Class 2 - for the *Project Manager*'s Review - where the Contractor may proceed with the works that are the subject of the documentation if the *Project Manager*'s has made no comment after seven (7) days from the receipt by the *Project Manager*
   (iii) Class 3 - for the Engineer's Reference - where the *Project Manager* reserves the right to comment, but the *Contractor* may proceed with the works that are the subject of the documentation.

Where there is an ambiguity or where a document is produced that is not referenced therein clarification as to classification shall be sought from the *Project Manager*.
The Master Document List shall be submitted to the *Project Manager* electronically via email in native file format monthly.
The *Contractor* submits as a minimum the following documents, as required by the *Employer*, which requirement does not constitute a compensation event, during the execution of the Works:-

a) Updated QCP register
b) Inspection notifications accompanied by their inspection report
c) Non-conformance and Defects registers and reports
d) Updated Site and off site inspection schedules.
e) Inspection and or FAT dates.
f) Inspections completed/outstanding.
g) Inspection and test reports
h) Monthly contract quality progress report

Data books for the completed Works, before commissioning can commence (refer to the Record books section 2.5.2 and data books hand over time lines)

- The Supplier agrees to control and professionally preserve and store appropriate documents, records and recordings for a period of 5 years after termination of the agreement to guarantee the traceability of the services rendered and inspection thereof.
- The Supplier agrees to regularly update and implement all the latest technology available as well as the necessary improvements for the installation, production and organisation deemed necessary to meet the requirements of the agreement and to enhance capabilities and effectiveness to deliver high quality, cost-effective security services.
- The delivered or services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
- The Employer shall have the right to regularly conduct inspections, assessments, audits and surveys and perform surveillance of the Supplier's and/or Sub-Supplier facilities, sites, premises, records and documentation (including but not limited to data books) to evaluate their capability to comply with the requirements necessary to conform to contractual and QMS requirements.
- The Employer reserves the right to inspect, at reasonable times, any or all of the services performed at the Supplier's or Sub-Supplier's premises or elsewhere. Verification by Eskom shall not absolve the Supplier of the responsibility to provide acceptable product and / or services, nor shall it preclude subsequent rejection by Eskom.
- The services must comply with the agreed specifications and requirements and the applicable directives and standards set out in the Contract. Defects notified by the Employer shall be remedied by the Supplier upon demand by the Employer without undue delay and at no extra cost. The Supplier shall continuously monitor and identify non-conformances, both internal and external, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.
- The Supplier shall further identify potential problems before they occur by identifying deviations in patterns or trends in product, service or process performance.
- Nothing contained in the Contract and/or purchase order and/or scope of work and /or works information shall relieve in any way the Supplier from the obligation of Quality control thereof.
- The Supplier guarantees that the Quality of the delivered services will comply with the requirements of the contract and/or relevant specifications.

- The Supplier shall, on request, prove its ability to relate to the proposed scope of work which establishes the manner in which the Supplier intends to perform the Contract.
- The Supplier shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can and will be achieved.
- The Employer reserves the right to assess and measure, during the existence of the agreement the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all of them to confirm the Quality evaluation.
- The identified professional personnel who will be managing the service will be available and accessible on a continuous basis until the conclusion of the project.
- The Supplier shall demonstrate experience in comparable projects or specific aspects of the project and / or performance in similar projects, on request.
- The Quality of the services and the contents thereof will always be in accordance with professional standards.
- For the duration of the Contract, the professional staff managing the service, must be and remain a member of his/her Professional Society
- The Supplier must, at all relevant times, scrutinise and be aware of Eskom's requirements with specific focus on, inter alia, its philosophy, principles, strategies, practises, mission, vision, models, policies and practises.
- The Supplier shall exercise reasonable professional skill, care and diligence in the performance of his obligations in terms of this agreement.
- On awarding of the Contract to the successful Supplier, such Supplier shall present to the Employer an acceptable Quality Control Plan (QCP). The QCP shall comply with the requirements of ISO 10005

The Contractor shall employ sufficient qualified and knowledgeable quality assurance and quality control and inspection staff. These staff members shall be independent from those responsible for construction and commissioning activities and report directly to the Site Quality Department Manager and not the production team as referenced on Medupi Quality Specification (348-389557 sub-clause 3.4.1).

Quality Payment Schedule

1) The *Contractor* shall ensure that Quality Assurance is performed at all levels and phases of work carried out for the *Employer*.
2) The *Contractor* shall use processes to ensure that quality is built into their products/services i.e. its business processes are organized such that quality is built into the process of producing goods and rendering services. The *Contractor* shall work according to processes.
3) The *Contractor* shall ensure that it can be relied on to deliver quality goods and services without the need for the *Employer* to have to inspect all the time.

The *Contractor* shall keep the Quality Table of Payments (Quality Payment Schedule) updated with progressive *Employer* sign-off (as the work is done and payments applications are submitted). This means that as the *Contractor* completes an activity and has the related ITP/QCP signed by the *Employer*, the *Contractor* shall bring the Quality Table of Payments to the *Employer's* Quality representative to sign off for that activity.
The updated Quality Table of Payments shall accompany all payment applications (proforma invoices). The *Contractor* shall attach the signed (or partially signed if applicable) ITPs/QCPs to the payment application. Payment will only be made if the ITPs/QCPs are signed by the *Employer*.

Procurement
There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.
People
Minimum requirements of people employed
Labour to be sourced from Lephalale Municipal district. Proof of residence to be submitted to SD&L for confirmation.

BBBEE and preferencing scheme
Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

Accelerated Shared Growth Initiative – South Africa (ASGI-SA)
If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor*'s ASGI-SA Compliance Schedule stated below

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor*'s actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]
Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa development candidates should be from the Lephalale Municipality area
The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.
For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations.

The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.

Submission of an approved compliance report by SDL&I Department.
The SD&L Matrix is not an evaluation criterion, however Tenderer are encouraged to make proposals before they are eligible for award in accordance with develop the skills in line with the SOW as illustrated on a below table. Skills development candidates should be from the Lephalale Municipality area

Skill Category	Eskom Target	Entry	Output
Male Drivers	03	N2/Grade 12 or Equivalent	Drivers Licence (Code 10)
Female Drivers	03	N2/Grade 12 or Equivalent	Drivers Licence (Code 10)

The *Contractor*'s failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

- The supplier must be a registered member of a recognised taxi association.
- Vehicle (transporting) must be registered and licensed within the Limpopo Province.
- Following contract award, the supplier will be required to register with the Department of Roads and Transport.
- A grace period of three (3) months will be provided post-award to obtain the required transportation permit.
- The supply should have a membership of either Ellisras Local Taxi Association or KUDU Association, etc. refer to Workers Permit and National Land Transport Act 5 of 2009

Subcontracting
Preferred subcontractors
Please refer to clause 26 Sub-Contracting.The Contractor must consult with the Employer for acceptance of a subcontractor.

Subcontract documentation, and assessment of subcontract tenders
Please refer to Section 26 Sub-Contracting.

Limitations on subcontracting
The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.
Should the outsourcing of specialised services be the case the Contractor prior to preparations must inform the Employer stating the reasons why, and enough time should be given to the Employer in order to prepare the input.

Attendance on subcontractors
Should the outsourcing of specialised services be the case the Contractor prior to preparations must inform the Employer stating the reasons why, and enough time should be given to the Employer in order to prepare the input.

Plant and Materials
Specifications
N/A

Correction of defects
N/A

***Contractor*'s procurement of Plant and Materials**
N/A

Tests and inspections before delivery
N/A
Plant & Materials provided "free issue" by the *Employer*
N/A

Cataloguing requirements by the *Contractor*
N/A

Working on the Affected Property
This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

***Employer*'s site entry and security control, permits, and site regulations**
Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

The Contractor makes his/her own assessment of and allows in his/her rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the works, or for the requirement of working adjacent to or in the same area as others.

Access to site shall be in line with the Medupi Power Station's access procedure. The Contractor shall be required to make an application to enter site for the duration of the contract, including the warranty and defect period. A permit shall only be issued once the Contractor and his or her employees have attended the safety induction and has undergone medical checks.

The Contractor shall have no claim against the Employer in respect of delay at the security main gate.

Note that the speed limit on the site is 40 Km/h. The vehicle permits of any persons contravening any traffic act on site shall be cancelled.

The Contractor complies with the Medupi Power Site Regulations, a copy of which is available for perusal at the Project Manager's offices.

Any subject within the authority of the Project Manager may be addressed by a Site Regulation.

Before work starts on site, an inaugural meeting is held with the Contractor and the Project Manager to explain all requirements of the Site Regulations.

The Contractor allocates staff to be trained and authorised as Authorised Supervisor or Responsible Persons according to Employer's Plant Safety Regulations. These Authorised Supervisor or Responsible Persons are available on site as and when required to take out permits to work.

At his own cost the Contractor provides his/her own accommodation and transport for all his/her employees engaged in the execution of the works. This includes the needs of his/her sub-Contractors. No accommodation is available at Medupi Power Station.

The Contractor provides security necessary for the protection of the works at all times until the completion of the whole of the works.

No firearms, weapons, alcohol, illegal substances and cameras are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

The Contractor implements a safety plan and maintains the safety system until the completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe working procedures, job specific risk assessments, safety meetings, etc. The plan will be to the Employer's satisfaction and will be accepted prior to the commencement of any work.

All equipment coming to site will be inspected by the Employer's Safety Department.

The Contractor will be subject to periodic audits by the Employer in order to ensure compliance with the plan. Any deviations will be corrected to the Employer's satisfaction.

The Project Manager has the right to stop the Contractor's work activities which, in the opinion of Project Manager, is un-safe. The Contractor may only continue with work activities when all safety deficiencies have been corrected to the Project Manager's satisfaction. The Contractor shall have no claim against the Employer in respect of delay due to the above.

The Contractor needs to adhere to all site rules.

Each employee needs to have a medical done prior to entering the site and obtaining an access permit. Induction training needs to be carried out, and all risks identified and discussed with the employees. Attach proof of this training to the request for access permit.

Permit to work and screening will be required according to the National Key Point (Act 102 of 1980).
The Employer has a zero tolerance on substance abuses.

Vehicles need to be roadworthy at all times otherwise access to site is denied

Strict road rules are in place and need to be adhered to at all times under normal operation.

All staff needs to wear the appropriate PPE at all times on the site.

Medupi Power Station has very strict entrance requirements which tendering contractors need to allow for in their pricing, and the Contractor has to comply with.

Eskom Holding SOC Ltd as an entity is a State-Owned Company which is subjected to regulatory compliance as applicable to Government. Medupi Power Station Project Site is designated as a National Key Point in terms of the National Key Point Act 102 of 1980.

Eskom is required to comply with the requirements of paragraph 5 of the Minimum Information Security Standard (MISS) that seeks to implement a criminal check/ screening process which intends to identify individuals who might through their actions and/ or behaviour, could pose a risk to the operation of Eskom Holdings SOC Ltd.

The Contractor is to ensure that the Contractor's employees are screened by means of criminal clearance verifications with the South African Police Service (SAPS) Criminal Record Centre (CRC) or accredited supplier linked to SAPS AFIS system and provide proof to Eskom security delegated team before access to site is granted. The Contractor's new applications for site access are required to produce the SAPS Clearance Certificate.

The screening process aims at ensuring a certain level of protection to the workforce, assets, and information in accordance with Minimum Information Security Standard (MISS) of 1996, National Key Point Act 102 of 1980, National Strategic Intelligence Act 39 of 1994 and Protection of Critical Infrastructure Protection Act 8 of 2019.

If the Contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

For the purpose of clarity, Contractor's who was previously found guilty of offences in terms of the National Road Traffic Act 93 of 1996 and/or has paid guilt admission fines, will be exempted and be allowed to access site.

Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company.

Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract.

The Contractor makes his/her own assessment of and allows in his/her rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the works, or for the requirement of working adjacent to or in the same area as others.

Medupi Power Station is declared as National Key Point. Access to site shall be in line with the Medupi Power Station's access procedure. The Contractor shall be required to make an application to enter site for the duration of the contract, including the warranty and defect period. A permit shall only be issued once the Contractor and his or her employees have attended the safety induction and has undergone medical checks.

The Contractor shall have no claim against the Employer in respect of delay at the security main gate.

No firearms, weapons, alcohol, illegal substances, and cameras are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

People restrictions, hours of work, conduct and records
Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

Health and safety facilities on the Affected Property
Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

Environmental controls, fauna & flora
This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

Cooperating with and obtaining acceptance of Others
This sub-paragraph could be used to deal with two issues.
1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

Records of *Contractor*'s Equipment
This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

Equipment provided by the *Employer*
N/A

Site services and facilities
Provided by the *Employer*
This is a mandatory cross reference form clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

List of drawings
Drawings issued by the *Employer*
This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.
